PROFESSIONAL RADIUS AGREEMENTS .. p. 19
RESTRICTIVE COVENANTS .. .. .. p. 21

The Solicitors' Journal

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*** Notices to Subscribers and Contributors will be found on page xi.

VOL. LXXIII. **Saturday, January 12, 1929.** No. 2

Current Topics: Installation of Judges in England and Scotland—Judicial Titles — The French Jury — The Salvation Army Leadership — Verdicts of Coroners' Juries—Stealing Influenza Germs—Family Law —The Law's Expedition—The Sea Sweeps Clean 17
Professional Radius Agreements .. 19
Landlord and Tenant Act, 1927 .. 20
A Conveyancer's Diary 21
Landlord and Tenant Notebook .. 22
Our County Court Letter 22
Reviews 23
Books Received 23
Points in Practice 24
Correspondence 26
Legal Parables 26
Notes of Cases 26
Societies 28
Rules and Orders 28
Court Papers 30
Circuits of the Judges 31
Legal Notes and News 32
Stock Exchange Prices of Certain Trustee Securities 32

Current Topics.

Installation of Judges in England and Scotland.

THE FACT that coincidently with the appointment of a new judge in England—Sir MALCOLM MACNAGHTEN—the Court of Session in Scotland likewise received a new recruit in the person of Mr. J. C. PITMAN, K.C., makes it of interest to contrast the lack of ceremony attending judicial appointments in England with the somewhat elaborate procedure that obtains in Scotland. With us, the new judge, having been sworn in, proceeds to dispose in chambers or in court with the cases brought before him just as if he had been to the manner born. A small group of the new judge's friends may have assembled to witness the ceremony of swearing-in, but it is all very informal, and eminently characteristic of our English methods. On the other hand, in Scotland, where it might have been thought that the austerity of its people would have been reflected in an entire absence of ceremonial on such an occasion, the installation of a new judge is marked by quaint and picturesque forms inherited from the long-distant past. The new judge—called at this stage the Lord Probationer—presents his commission to the court, the document is read aloud, he is then directed to proceed to sit with one of the Lords Ordinary to hear arguments in a case then pending; afterwards he sits in the Inner House and hears arguments in an appeal; and he gives the opinion he has formed regarding each of the cases so heard. This procedure is apt to be a little trying to some men, and more than once the suggestion has been made that it should be abolished; but tenacious of old customs, particularly in connexion with the law, Scotland has not taken the decisive step of depriving the public of the spectacle of a new judge having as it were to undergo an examination as to his qualifications for the post. Nominally it is an examination; in reality it is not, for, although the court might disagree with the opinion expressed by the Lord Probationer it has no power to deny his right to sit. At one time the court claimed the right of exclusion if for any reason it did not approve of the nominee, but this claim of right was expressly taken away during the eighteenth century.

Judicial Titles.

AS IS generally known, each judge of the Court of Session is styled "Lord" although he may not be a peer. This dignified title was conferred on his judges by JAMES V of Scotland, who, however, did not make the judges' wives "Ladies." Owing to this there was always a certain awkwardness, when, say, Lord AUCHINLECK travelled about the country accompanied by Mrs. BOSWELL, who although Lord AUCHINLECK's wife, was not entitled to be called Lady AUCHINLECK. This embarrassing situation no longer obtains, for by an order issued in the reign of KING EDWARD VII, the wife of a Scottish judge is now entitled to the courtesy designation of "Lady." At one time the judicial title chosen by a newly appointed Senator of the College of Justice was that of his estate, for in the old days most of those who reached the bench were landed proprietors. Others merely took their surname. Lord COCKBURN was one of those who stuck to his patronymic. When his brother-in-law, THOMAS MAITLAND, joined him on the bench and elected to be judicially known as Lord DUNDRENNAN, COCKBURN expressed in his journal the hope that "he will be the last who will have the infirmity of changing his own name and taking that of his clods on mounting the judgment seat." COCKBURN's hope has not, however, been realised, for a goodly number of his successors have carried on the old traditional use of territorial titles, although, it is true, the more general rule of late years has been for a new judge to adopt his surname as his judicial designation, e.g., Lord HUNTER. At the present time there are two judges of the Court of Session with territorial titles—Lord SANDS, who at the Bar was Sir CHRISTOPHER JOHNSTON, and Lord ORMIDALE, who, before his promotion, was Mr. MACFARLANE.

The French Jury.

VERY GREAT dissatisfaction has been felt in France of late years with the verdicts of the French criminal juries. The recent virtual acquittal of the Italian Count NARDINI has shown that the matter is not merely one of domestic politics, but can have very grave consequences in international affairs. The editor of a great French daily has dealt with the question in a characteristic way. He has looked round for a country where possibly they do things better, and it is gratifying to find that his choice has fallen on our own. A series of articles on the English jury has been the result, and the comments on our system are distinctly flattering. To tell French readers that the institutions of another country are superior to their own is a delicate task, and it is entertaining to see how the writer of these articles sets about it. After reminding his readers of the English proverb that "Comparisons are odious," he continues—"When one has knocked about the world a good deal, there are times when, comparing what one has seen in other countries with what one finds at home, one would wish to see introduced into France some customs and methods which seem better. This is the case with the administration of justice. When, after a long stay in England, one enters a French Assize to find there—if I may dare so express myself—the entertainment set up in the court-room, when one hears the interruptions of an audience for whom the spectacle of a man fighting for his life forms a first-rate amusement, when one sees an effeminate jury pronouncing scandalous acquittals,

one feels a sense of oppression and one understands why it is so many English lawyers hold French criminal justice in such little esteem." At the same time the writer is a stout champion of the jury as an institution. "The proof," he says, "that the existence of the jury is not incompatible with the sound administration of justice is that it has functioned for centuries in England without having occasioned any complaint." "Can English methods," he asks, in concluding, "be introduced into France without a sort of revolution? I cannot say. Everyone is agreed, however, that something must be tried to put a stop to the surprising verdicts of certain French juries. Verdicts of this kind are almost unknown in England. May not the reason be that the methods of our neighbours are better than our own?"

The Salvation Army Leadership.

THE SUMMONING of the High Council of the Salvation Army is in itself an event of much interest and importance, if only for the fact that this is the first occasion on which this Council has been summoned. The issues involved are mainly the concern of the Army itself; but, because of the widespread activities of the Army, the result of the deliberations now in progress are of interest and importance to many who are not salvationists. Apart from the social effect of such decisions as may be taken by the Council, there may be legal questions of some interest raised. Under the present constitution of the Army all persons and things are subject to the ultimate control of the General; all the property of the Army is vested in him, though we understand that he is assisted by a committee in controlling the "Darkest England" scheme. In 1927 the question of these powers was raised in *Re Booth and Southend-on-Sea Estates Company's Contract*, 1927, 1 Ch. 579. Mr. Justice ASTBURY held that the Settled Land Act, 1925, s. 94 (1), which provides that capital money arising under that Act must not be paid to a sole trustee, did not apply to the General, who, under the Salvation Army trust deed, could himself sell the land and give a good receipt for the purchase money without resorting to the powers of sale given to trustees for charitable purposes under s. 29 (1) of that Act. Whatever may be the effect of the meeting of the Council on the internal organisation of the Army, we earnestly hope that all decisions made will strengthen it to maintain the excellent work which it is doing all over the world.

Verdicts of Coroners' Juries.

AT A RECENT inquest on a woman who was knocked down and killed by a motor cycle, six jurymen agreed on a verdict of death by misadventure, while the seventh gave his as manslaughter. The minority being not more than two, the coroner had express power, by virtue of s. 15 of the Coroners (Amendment) Act, 1926, to take a majority verdict, and did so. The increasing tendency of coroners' juries to deliver such a verdict as "death due to the civil negligence of X," or to exonerate the driver from civil liability which apparently was the intention at a recent inquest, may be noted. It need hardly be added that such a verdict has no legal force whatever, the issue of civil negligence being one for another jury altogether to determine, if appropriate proceedings are taken. The extremely limited scope of the verdict of a coroner's jury appears from *Bird* v. *Keep*, 1918, 2 K.B. 692, where it was held that the record of the inquisition was not even admissible as evidence of the cause of death, and *Barnett* v. *Cohen*, 1921, 2 K.B. 461. The last case was one under Lord Campbell's Act, in respect of the death of a boy who was crushed by the fall of a pole which was being handled by the defendant's servants. The coroner's jury expressed an opinion, while returning the verdict of accidental death, that the latter should have been more careful. MCCARDIE, J., was invited to hold that this was in effect a finding of negligence, but he declined to consider the verdict in any way, and arrived at his own finding of negligence on other evidence. A coroner's direction for a post-mortem examination may be extremely valuable, because it can be made almost directly after the death, and the early collection and marshalling of evidence may assist justice, but these features are probably much more important than the verdict. A coroner can, it is true, commit on a verdict of murder or manslaughter, but the police have ample powers to detain and charge suspected persons without such warrant. Perhaps the law would be improved were *Bird* v. *Keep* reversed by legislation; if a verdict by a coroner's jury ought not to be binding *inter partes* in a civil action, yet when there has been an inquiry in legal form, with witnesses and jury on oath, it seems strange that the result should have to be absolutely ignored in other courts.

Stealing Influenza Germs.

"GERMS, CHIEFLY of influenza, contained in five tubes in a leather bag which was left in his car by Dr. ——"—(we mercifully leave the medical gentleman anonymous)—"while he called on another doctor, have been stolen . . . If the tubes were opened in a house" (their owner is reported to have said) "especially if it were warm, and the germs got on a person's fingers, the infection might be widely spread. *Some of the tubes contained tuberculosis germs.*" Thus, the daily press, adding to the one item two other thefts of drugs from doctors' cars. The felony of stealing these things is indeed reprehensible, and the law decrees a proper punishment for the thief. But is the doctor without blame who leaves at the mercy of any street sneak deadly germs which may produce suffering for thousands and death for some, with the break up of homes, and the consequent destruction of opportunity for the young? Thefts from doctors' unattended cars are frequently reported. Usually a zealous chase by devoted policemen leads to the recovery of poison sufficient to destroy a street of people, or germs to render desolate a town. The doctor, one supposes, smiles his thanks and goes back to his patients. We get a good deal of "grandmotherly" legislation. Perhaps the need of a little more is indicated by such incidents.

Family Law.

TWO RECENT pronouncements have been made on legal points affecting the domestic circle. In America, Mr. Justice FORD, of the United States Supreme Court, is reported to have laid down that "any woman has the right to go through her husband's pockets," and at Willesden a magistrate told a young woman of twenty that she must obey her father's rule and be in by 10 o'clock at night. As to the pockets, two possibilities are manifest: the wife may go through them and appropriate money or any other of the contents to which she has a mind, or note them for future reference without appropriation. Our law is that a wife may always pick her husband's pockets, whether the garments which contain them are on his person or otherwise, provided she does not intend to desert him and take them with her: see Larceny Act, 1916, s. 36, and *R.* v. *Creamer*, 1919, 1 K.B. 564. *A fortiori*, therefore, she may assemble the contents and note them for reference. The comment may be made, however, that, though lawful, such conduct is not expedient—unless, perhaps, he is very sound asleep. Mere curiosity is not an offence, and a maid-servant who entertained herself by reading her master's letters while he was in the bathroom would not infringe the criminal law, though he would certainly be justified in dismissing her at a moment's notice if he returned and caught her in the act. As to the Roman father with his 10 o'clock curfew, the law appears to be even more simple. His home is his castle, and he is not obliged to support a daughter aged twenty. If, therefore, he does so, he can tell her that she must obey his rules, or clear out. He can, in fact, make arbitrary rules for any member of his household except his wife, against whom he must not shut his door so long as she is faithful to him. If a grown-up daughter does not choose to obey rules and leaves her parents' house, they may have some theoretical authority

over her, but it would probably fade away to zero when they attempted to enforce it. The only practical possibility would be to make an infant of twenty a ward of court, and, if she had no money and was earning none, she might be directed to live with her father. In such circumstances a chancery judge might have to consider whether a 10 o'clock "lock-up" or curfew was reasonable. It seems an early hour for every night, and a veto on occasional dances or theatres might appear too strict.

The Law's Expedition.

THE MANNER in which the above may operate to the advantage of the accused was shown in a recent case at Newmarket, Cambridgeshire, where a baker was charged with having in his possession for sale a tin loaf of bread of which the net weight was not 1 lb. or an integral number of pounds, contrary to the Sale of Food (Weights and Measures) Act, 1926, s. 6. The case for the prosecution was that an inspector weighed thirty-six loaves in the defendant's bakehouse, with the result that thirty were found to be under and six over weight, but the summons was based on a 2-lb. loaf which was 1 oz. 10 drams short in weight. The defendant had stated that his practice was to add 3 ozs. of dough to each 2-lb. loaf, and that on the date in question he had put into the oven a small batch, from which there would be more evaporation. This was probably a good defence under the above Act, (s. 12 (3)), but the short return day provided a preliminary objection under s. 12 (6), as the alleged offence took place on the 15th December, and the summons was heard on the 2nd January. It was therefore pointed out for the defence (1) That notice of the alleged offence was not sent before the institution of the prosecution, as required by s. 12 (6), but was sent by registered post on the same day, so that the notice was not received by the defendant until the day after the summons was issued; (2) That the notice referred to thirty-six loaves, but the summons related to one only; and (3) No purpose of sale or delivery under a contract of sale had been proved in the terms of s. 6, *supra*. The Chairman stated that as notice of intention to prosecute had not been properly given, the Bench had no option but to dismiss the summons, though they did so without costs. The reason for the latter part of the order is not apparent, as it may be conjectured that the intervention of the holidays caused delay in sending the notice—a circumstance for which the defendant was not responsible.

The Sea Sweeps Clean.

A HUNDRED YEARS ago (see *The Times* of the 6th January, 1829), a young seaman was brought up at the Mansion House charged with smuggling a pound and a half of tobacco. The sentence claimed by the revenue authorities was the ordering of the offender "to serve His Majesty for five years." In vain he pleaded that he had a wife and two children, and had never committed a previous offence. The prosecution was obdurate. "It was in the power of the Lords of the Treasury alone to remit or mitigate the punishment." The Lord Mayor, shocked at the rigour of the punishment he was asked to inflict, adjourned the case for the consideration of the authorities, and whether the young man went to five years in the Royal Navy or not we cannot say. There used to be a touching faith in the efficacy of service in the Royal Navy as a form of punishment. In 1748 WILLIAM YORK, aged ten, was sentenced to death for murder. He was respited, suffered nine years' imprisonment, and was then drafted into the Navy. If we accept SMOLLETT's descriptions of the King's ships as he found them at that time, the deterrent effect of sentences to serve in them must have been much greater than the reformative. The old order has changed both in the Navy and in penal methods, and without being unduly biassed in favour of our own times one can fairly consider the contrast as being to our own credit.

Professional Radius Agreements.

(*Continued from p. 6.*)

AT the end of the previous article, reference was made to the case of *Fitch* v. *Dewes*, 1921, 2 A.C. 158, for the proposition that a "radius agreement," or covenant in restraint of practice, might be valid as between a solicitor and his clerk where it would not be so in many other contracts of service. In that case the appellant, a solicitor, had virtually received his whole legal education in the office of the respondent, who had also presented him with his articles. The contract of service provided that the respondent should never practice within seven miles of Tamworth after it had expired, and, this being a decision of the House of Lords, the law is authoritatively laid down for cases which come within it. The business of a solicitor is, of course, highly confidential, and if a particular clerk knows all about a client's affairs, the latter may be tempted to come to him when he sets up in independent practice, and therefore the employing solicitor may fairly protect himself against such a contingency. In fact, as appears in Lord BIRKENHEAD'S judgment (pp. 164-5), the appellant had interviewed about half the clients who came without appointment. Possibly a covenant forbidding dealings with the respondent's clients might have given adeqaute protection. The House of Lords, however, declared the wider one valid. Lord BIRKENHEAD referred to *May* v. *O'Neill*, 1875, 44 L.J. Ch. 660. In that case, the defendant's articles forbade him indefinitely to practice within the City of London, or in the Counties of Middlesex or Essex. The areas, of course, included the sites of courts of law then in existence, and Lord JESSEL, in a very short judgment, held the restriction valid, on the ground that "however numerous the plaintiff's clients may be, there must be plenty left for the defendant, if he can gain their confidence." It may be added that Lord BIRKENHEAD, while quoting Lord JESSEL, was very careful not to approve this extremely wide veto on a London practice, and reliance on the case would certainly be a very unsafe experiment in view of the authorities cited in the previous article.

Some of the older cases may be mentioned. *Bunn* v. *Guy*, 1803, 4 East 190, was between vendor and purchaser; there was a radius agreement binding on the vendor, unlimited in time, for 150 miles from London. It was held good, and this authority was quoted and followed in *Whittaker* v. *Howe*, 1840, 3 Beav. 383, another vendor and purchaser case. There the restriction was for the whole of Great Britain for twenty years. The doubts then expressed by LANGDALE, M.R., as to "the policy of sanctioning the purchase of vendors' recommendations of their clients to other persons" have, of course, long since been resolved, and, it may be added, the same applies between doctors and patients. *Duignan* v. *Walker*, 1859, 28 L.J. Ch. 867, an employee's case, with restriction of seven miles from Walsall and unlimited time, was clearly within *Fitch* v. *Dewes*, *supra*, and indeed was only reported as to the measurement of the radius, which must be as the crow flies. In *Dendy* v. *Henderson*, 1855, 11 Ex. 194, the radius was twenty-one miles, and the time twenty-one years, and in *Howard* v. *Woodward*, 1865, 34 L.J. Ch. 47, the radius was fifty miles, and the time unlimited. Both were employee's cases, and in both the restrictions were held good, but certainly the last could not be safely followed as a precedent. In *Capes* v. *Hutton*, 1826, 2 Russ. 357 (twelve miles; no time-limit), the injunction was refused, but the decision turned on the infancy of the defendant. *Haynes* v. *Burchell*, 1890, 7 T.L.R. 116, was another infancy case, and turned on the meaning of the phrase "taking away clients." This, *prima facie*, was held to mean habitual clients, and not those who might have casually consulted the firm on isolated occasions during the employment. *Woodbridge* v. *Bellamy*, 1911, 1 Ch. 326, was a decision to the effect that for a solicitor to write to a person within the forbidden radius on behalf of another person within it, was not carrying on professional business

within it. Clearly this authority could be excluded by making an express veto in such circumstances, as in *Edmundson* v. *Render*, 1905, 2 Ch. 320, and such express veto would appear to be within the spirit of *Fitch* v. *Dewes*, *supra*. A very recent case on a similar point was *Way* v. *Bishop* (1928, 1 Ch. 647, 72 Sol. J. 367), in which it was held on a partnership deed by the Court of Appeal (reversing Clauson, J.) that a partner, who, after dissolution, took service with another firm of solicitors as managing clerk, was not "practising" within the radius in violation of his covenant not to do so. This case, however, could again be excluded by appropriate drafting as suggested by Hanworth, M.R. (see p. 655).

To review the position generally, the conclusion from *Bunn* v. *Guy* and *Whittaker* v. *Howe*, quoted *supra*, might be that any restriction on a vendor was valid on the sale of a business. *Whittaker* v. *Howe* was discussed and expressly approved by Lord Macnaghten in the *Nordenfelt Case* (pp. 572-3), but to some extent on the ground that there was a strong element of dishonesty in the defendant's behaviour. Possibly a restriction unlimited in space and with a long time-limit might be held unreasonable on the sale of a small country practice, but a court would not patiently listen to a solicitor, who had had a practice worth selling, and was therefore to be deemed both a man of law and affairs, repudiating his own agreement.

Radius agreements with employees, on the other hand, must now require great care in framing. The *Fitch* v. *Dewes* limit of seven miles might no doubt be exceeded in a large agricultural district served by a principal town, and restriction might be good for even a whole Crown colony so served, but the burden of proof is ever on the covenantee. A stipulation entirely preventing an employee from undertaking London agency or litigious work would be very unsafe, and, indeed, almost any radius agreement affecting the heart of London would be dangerous. An agreement in respect of any persons who had been clients of the employers should be safe notwithstanding the dicta of *Haynes* v. *Burchell*.

Partnership agreements are intermediate between those of vendor and purchaser, and those of employer and clerk, and the rules to be applied would be considered accordingly. Thus, the incoming partner who paid a large premium on an agreement contemplating the early retirement of the owner of a business might be regarded almost as a purchaser, but some working partners subject to an arbitrary power of expulsion can hardly be considered as in a much better position than salaried clerks. The special position of solicitor partners in respect of practice after dissolution is discussed in "Lindley on Partnership," 9th ed., pp. 533-4. The position of a client assigned to a particular partner after dissolution is discussed in *Cholmondeley* v. *Clinton*, 1815, 19 Ves. 272-3. Plainly, no one can be compelled to consult a particular solicitor against his will, and, as a matter of common sense, the client's known wishes are considered in these agreements. No more can be done than to forbid him to deal with any partner save the one chosen for him, and, subject to lien, his papers and documents are always at his disposition: see *Davidson* v. *Napier*, 1827, 1 Sim. 297. In *Griffiths* v. *Griffiths*, 1843, 2 Hare 590, it was held that a dissolution of partnership operated as a discharge of the solicitors by themselves. The validity of a radius agreement on dissolution of a partnership must largely depend, as above, on the nature of the partnership, and whether the person restricted is more or less a vendor of the business, or, for example, a former employee, perhaps given his articles and thereafter a partnership agreement, but with a very subordinate position. Obviously a narrower restriction would be allowable in the former case, but in the latter a covenant wider than that in *Fitch* v. *Dewes* would need justification.

On the 1st January, 1929, the Legal & General Assurance Society Limited opened a new Branch in Belfast at 4, Donegall Square South. Mr. R. A. Magee, who has been appointed local manager, has had a long insurance experience in Northern Ireland and in London.

Landlord and Tenant Act, 1927.

By S. P. J. MERLIN, Barrister-at-Law.

XI.

The Conduct of a Defence to a Claim for Compensation for Loss of Goodwill — With Suggestions as to Evidence.

When a landlord receives a claim from a tenant for compensation for loss of goodwill, and it has been ascertained that the tenant has something in the nature of a valid case within the ambit of the Act, the first question to be considered is whether it is desirable from the point of view of good estate management to contest the claim outright in order to secure possession of the premises for re-letting or otherwise, at the risk of having to pay something for such possession, or whether the claim should be compromised or settled by negotiation in one or other of the several ways made possible by the provisions of the Act and the rules made thereunder.

A good deal depends on the intentions of the landlord as to what he is going to do with regard to the premises when the reversion occurs. If he can satisfy the tribunal that the premises will be demolished wholly or partially, or used for a different and more profitable purpose, in such a manner as will prevent him from receiving much or any benefit from the goodwill which the tenant has attached to the premises, he will probably not be held liable to pay very much, if anything, in the way of compensation in such circumstances. This statement of the position must, however, be read subject to the effect of the words in s. 4 (1) "by reason whereof the premises *could* be let at a higher rent than they would have realised had no such goodwill attached thereto." The use of the word "could" in the section may entitle the tenant to say that if he can prove that the landlord "could" so let the premises at a higher rent he will in such case be entitled to something in the way of compensation, notwithstanding the landlord's intention to demolish or change the user.

If, instead of a contest, the landlord wants peace at a fair price, he can obtain it by adopting the procedure laid down in proviso (*b*) to s. 4, which says: "The tenant shall not be entitled to compensation in respect of such goodwill if within two months after the making of the claim the landlord serves on the tenant notice that he is willing and able to grant to the tenant, or obtain the grant to him of a renewal of, the tenancy of the premises at which the trade or business is carried on at such rent and for such term not exceeding fourteen years as, failing agreement, the tribunal may consider reasonable; and if the tenant does not within one month from the service of the notice send to the landlord an acceptance in writing of the offer the tenant shall be deemed to have declined the offer."

Where the tenant accepts this offer and the matter goes before the tribunal for its decision, the landlord should adduce the strongest available expert evidence in support of his contentions as to the increased rental value of the premises since the last letting. It would appear from the evidence in cases which have arisen that the general tendency all over the kingdom during the last fourteen or twenty-one years has been for the rental value of business premises to increase considerably.

Where such an offer of the renewal of the tenancy by the landlord is accepted by the tenant, it is laid down that the rent to be fixed by the tribunal (for the term of the new lease) shall be the rent which, in the opinion of the tribunal, a willing lessee, other than the tenant, would agree to give, and a willing lessor would agree to accept for the premises having regard to the terms of the lease, but irrespective of the value of any goodwill which may have become attached to the premises by reason of the tenant or his predecessors in title having carried on thereat a particular trade or business.

One important matter which the landlord should make inquiries about before he decides whether to litigate or negotiate is with regard to the intentions of the tenant as to

carrying on his trade or business elsewhere in the district wherein his goodwill would be wholly or partly preserved to him. If it be ascertained that the tenant proposes to re-open business near the old premises it is expressly provided in the section that the tribunal shall, in determining the amount of compensation for goodwill, have regard to such intention, and also may, if there is any doubt about it, make it a condition of its award that the tenant shall undertake not to carry on the trade or business within such distance of the premises as may be specified in the award.

Another provision in this section of the Act which the landlord can sometimes crave in his aid is that the tribunal must, in assessing the compensation payable to the tenant for the loss of goodwill, "*disregard any value which is attributable exclusively to the situation* of the premises." This direction, like some others in the Act, places a difficult duty upon the tribunal. It is anticipated that, at first, at any rate, it will be a most perplexing task to disintegrate what may be termed the "site value" of the business premises in question from the "goodwill" of the business created or carried on there by the tenant.

Take, for instance, the famous example of the fruiterer's shop at the entrance to a big railway station and belonging to the railway company. The turnover of such a business depends in great part on the large number of passers-by brought there by reason of the business of the landlords. Thus a certain part of the goodwill of such premises would always be attributable to the exceptional situation of the premises. But it is conceivable that super-imposed on this situation goodwill there might very well be created a further "goodwill" peculiarly due to the tenant himself, and arising out of the good value, courtesy, personal attention and quick service displayed by him and relied on for years by his hurrying customers. In such a case, it is submitted, the tribunal could and should sever the two types of goodwill, and give the tenant such compensation as may be fair in all the circumstances. It is not the true test, but it will be readily seen that in many cases a tenant cannot extract from the community anything commensurate with his old "goodwill" once he is removed from a specific site. The "goodwill," it would appear, must be dissected so far as it can be in each case, giving due regard to site goodwill and personal goodwill, etc., according to all the circumstances."

A further safeguard for the landlord is to be found in proviso (*e*) of s. 4, which in effect says that where the landlord can prove that the value of the goodwill has been created or increased owing to restrictions imposed by the landlord (as often occurs in a row of shops in arcades, etc., owned by the same landlord), whether by agreement with the tenant or not, upon the letting for a competitive trade or business of other premises in the neighbourhood owned by or under the control of the landlord, the tribunal shall have regard thereto, and may refuse the application for compensation or may award a reduced amount of compensation.

It should not be forgotten in this connection that landlords may create or possess "goodwill" as well as tenants. The goodwill associated in the public mind with certain localities or groups of premises really belongs to their present-day landlords, and is not the creation of their present-day tenants at all (but of a long line of predecessors in occupation), although the present generation of tenants collectively maintain it, and are in turn partly maintained by the good address they provide, as, for example, Harley-street, Hatton-garden, Bedford-row, Lincoln's-inn and the Temple; each of these localities in a different way has attached to itself a valuable collective species of "goodwill" which they should own, but which may be easily segregated or severed from the individual or personal goodwill of each occupier or tenant located therein.

Lastly, the landlord and his advisers should consider carefully the facts alleged in the "Particulars of Claim" filed by the tenant in the county court. If any allegation in these particulars is contested by the landlord he should file a statement of his grounds of defence, traversing such allegations, inasmuch as it is provided by O.Lb., r. 9 (2), that "subject to any statement so filed the particulars of the plaintiff shall unless the court otherwise orders *be deemed to be admitted*."

NOTE.—The last paragraph in Mr. Merlin's Article (VIII) in our issue of 15th December last (72 SOL. J., p. 836) should read as if the word "later" had been inserted in line 5 thereof before the words "than twelve months," in lieu of the word "less."—ED. *Sol J.*

A Conveyancer's Diary.

Restrictive Covenants.

The branch of the law relating to restrictive covenants is one which is still surrounded with considerable patches of fog in the minds of some practitioners, as the following example will show.

A short time ago, the writer was asked to advise whether or not a covenant to erect a fence was a restrictive covenant, and it was suggested, in all seriousness, that it ought to be so regarded, because the erection of the fence must necessarily restrict the user of the land.

The law has often been called dry, but so long as these questions arise that adjective is misapplied, so far, at any rate, as concerns the practice of the law.

The mistake above mentioned results from the obviously confusing and unscientific name "restrictive covenant," which ignores the distinction between cause and effect. When covenants are divided into positive covenants on the one hand and negative covenants on the other, the real distinction between these covenants becomes clear.

Thus, a positive covenant is one in which the covenantor agrees to do something, while a negative covenant is one in which the covenantor agrees not to do something.

The practical difference between the two classes of covenants is that positive covenants do not run with the land and become binding on owners subsequent to the ownership of the original covenantor, but negative or restrictive covenants may be made so to bind the land in the hands of subsequent owners.

There have been cases where a positive covenant had the effect of binding the land, but that was because they were held to have created a new right or to have amounted to a grant of an independent right in land, and so, although in the form of positive covenants, the ordinary rule applicable to such covenants was held not to apply.

One such case was that of *Robotham* v. *Wilson*, 1860, VIII H.L.C. 348. In this case a deed executed pursuant to an inclosure award contained a clause whereby the parties agreed with each other, for themselves and their heirs, executors, administrators and assigns, that the lands so allotted should be lawfully held and enjoyed by the allottees without molestation and without any mine owner being subject to any action for damages on account of working the mines or of injuring or making the surface uneven. Mines were worked by an assignee of one of the covenantors whereby the surface of the land referred to was injured.

It was held that the covenant above mentioned amounted to the grant of a right to disturb the surface of the land, and that the other allottees could not maintain an action for damages on that account.

This is, however, an exceptional case, and even in this case the question as to whether the covenant operated as a release of the surface owner's common law right to support was left undecided. It may, perhaps, be open to doubt whether or not this case would now be followed in ordinary cases.

A positive covenant, then, except where it operates as a grant to the covenantee of an independent interest in the property is regarded, both in law and equity, as binding only on the covenantor and subsequent owners, whether taking with notice of the covenant or not, will not be bound by it: *Austerberry* v. *Oldham Corporation*, 1885, 29 Ch. D. 750.

A negative covenant, on the other hand, if the covenantee is the owner of adjoining land at the date of the covenant, may be made binding in equity not only on the covenantee personally, but in certain cases, also, on the subsequent owners of the land.

Before such covenants could be made binding on the land it was formerly necessary for the covenant to be expressly made binding on the persons deriving title under the covenantor. This was done by the covenantor covenanting for himself and for the persons deriving title under him. The second part of this covenant is now unnecessary, for under the L.P.A. 1925, s. 79, covenants relating to land of a covenantor or capable of being bound by him, shall be deemed to be made by the covenantor on behalf of himself and his successors in title and the persons deriving title under him or them. Under s. 78 the covenant is deemed to have been made with the covenantee and his successors or the persons for the time being in occupation of the land of the covenantee intended to be benefited. It is still, therefore, expedient to refer in such a covenant to the land intended to be benefited by the negative covenants.

Under the old law, which still has effect as respects covenants entered into before 1926, negative covenants, being equitable rights, only bound purchasers of the land of the covenantee with notice of the covenants: *Tulk* v. *Moxhay*, 78 R.R. 289, and *Holloway* v. *Hill*, 1902, 2 Ch. 612, but did not bind a purchaser with notice from a purchaser for value without notice: *Wilkes* v. *Spooner*, 1911, 2 K.B. 473.

Restrictive covenants entered into after 1925 must be registered as land charges under L.C.A., 1925, s. 10 (1) Class D (ii).

Landlord and Tenant Notebook.

Respective Jurisdiction of High Court and County Court under s. 19 of Agricultural Holdings Act, 1923.

By s. 19 of the Agricultural Holdings Act, 1923, it is provided that, "Where any sum agreed or awarded under this Act to be paid for compensation costs or otherwise by a landlord or tenant of a holding is not paid within fourteen days after the time when the payment becomes due, it shall, subject as in this Act provided, be recoverable upon order made by the county court as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable."

On a consideration of that section, therefore, the important question arises whether or not actions for the recovery of compensation and of other sums agreed or awarded under the Act and which have not been paid within fourteen days of their becoming due are solely within the jurisdiction of the county court, and the words of s. 19 to the effect that such sums "shall . . . be recoverable upon order made by the county court as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable" certainly lends colour to the view that s. 19 is intended to confer exclusive jurisdiction in such cases on the county courts.

Mr. Justice Talbot, however, did not accept this view in the case of *Horrell* v. *St. John of Bletso*, 1928, 2 K.B. 616.

In that case an agreement had been entered into between a landlord and a tenant of an agricultural holding for the payment by the former to the latter of a sum of £532 3s. 6d. as compensation under the Agricultural Holdings Act, 1923. Subsequently this sum remaining unpaid the tenant commenced an action in the High Court claiming the above sum less a sum of £112 10s. as one-half year's rent of the farm, so that the balance claimed was over £400.

It was objected that the High Court had no jurisdiction to entertain the action by virtue of the above s. 19 of the Agricultural Act, 1923.

It is quite evident that s. 19 of the Agricultural Holdings Act, 1923, gives the county court jurisdiction in such cases, notwithstanding that the amount claimed is in excess of the amount within the ordinary jurisdiction of the county court. The section, however, does not in terms deal with the further question as to whether the jurisdiction of the High Court is thereby to be excluded, and it would be erroneous to construe the word "recoverable" in s. 19 which in its ordinary significance means "capable of being recoverable by action" as meaning "recoverable *only*" according to which interpretation s. 19, it must be admitted, would clearly confer exclusive jurisdiction on the county court.

In all such cases therefore in which the jurisdiction of the High Court is in question, the proper principle to be applied is that the High Court is not to be denied jurisdiction unless there is a clear intention to that effect indicated by the enactment in question, in other words, unless such jurisdiction is *expressly or by necessary implication* taken away; *In re Jones & Carter's Arbitration*, 1922, 2 Ch. 599.

The position may be best summed up in the language of Talbot, J., in *Horrell* v. *Lord St. John of Bletso*, 1928, 2 K.B. at p. 620, where the learned judge said: "The question is whether the right which the section gives to a party to recover any sum under the Act in the County Court is exclusive and implies an inability or incapacity to bring an action for it in the High Court. The answer to that question depends upon the construction of the section, and in construing the section the only safe rule to apply is that which directs that one should endeavour to ascertain from the words used what the Legislature has enacted. The language of s. 19 is permissive, and not imperative. The section says that where the sum agreed or awarded is not paid it 'shall be recoverable' by an order made by the county court. It does not say that the sum 'shall only be recoverable,' or that it 'must be recovered' upon an order so made. The Legislature might easily have used such words as these if it had desired to do so, but it has not done so. It is clear, both on principle and authority, that if the *prima facie* right of a person to bring an action in the High Court is to be taken away, it must be *by express words or by necessary implication from the words used*, and here the requisite words do not occur."

Our County Court Letter.

PASSENGERS' INJURIES FROM SUDDEN ACCELERATION.

The startling proposition that the choice of a particular seat may constitute contributory negligence was advanced in the recent case of *Fish* v. *Salford Corporation*. The plaintiff had boarded a stationary tramcar, and while she was walking to the end near the driver the starting signal was given, whereupon the car jerked so violently that the plaintiff was thrown to the floor and sustained injuries requiring medical attention. The defence alleged that the injuries were due to (1) the plaintiff's negligence or contributory negligence (*a*) in passing unoccupied seats to reach the front of the car, (*b*) in failing to use the handrail; (2) pure accident arising out of an ordinary risk of tramcar travelling. Evidence was given by an official tester, who said that cars of the type in question did jerk, but could not do so violently. The submission for the defence was that the plaintiff need not have gone to a distant seat, as only a dozen were occupied out of thirty-two, and that she ought to

have taken reasonable steps to minimise the effect of any possible jerk by using the handrail. On the latter point the plaintiff's case was that the handrail was beyond her reach, as she was in the act of sitting down when the jerk occurred. His Honour Judge Crosthwaite held that the car had somehow given an unusually violent jerk which constituted negligent driving, and judgment was given for the plaintiff with costs.

The above question has usually arisen by reason of the absence of the conductor from the platform, as in *Watt* v. *Glasgow Corporation*, 56 S.L.R. 225. A girl of sixteen and her infant brother wished to alight at an optional stopping-place, and went to the rear platform to ask for the signal to stop to be given. The conductress was on the upper deck for no reason arising out of her duties, as there were no outside passengers at the time, and the children were carried past the stopping-place round a curve. The increased speed and the swaying of the car caused a jerk, whereby the children were thrown from the platform to the ground, and the Lord Ordinary awarded them £50 each as damages for negligence. The First Division upheld the judgment by a majority, on the ground that there was negligence (*a*) of the conductress in not being on the platform at the optional stopping-place, and (*b*) of the driver in rounding the curve too fast and causing the jerk. The converse case of the starting signal being given, but by an unauthorised person, was considered in *Steele* v. *Belfast Corporation*, 1920, 2 I.R. 125. The plaintiff had placed her foot on the step of a stationary tramcar at a compulsory stopping-place, and by reason of a passenger on the platform ringing the bell she was thrown to the ground and seriously injured. The conductor was on the upper deck collecting fares, and on the same journey the bell had been rung by passengers on three other occasions, but the defendants contended that there was no case to answer and called no evidence. The jury awarded the plaintiff £550; the Divisional Court held that there was evidence to sustain the verdict; and the Court of Appeal agreed that the conductor was negligent in not anticipating that the bell might be prematurely rung by a passenger.

A contrary decision was given in *Wagner* v. *West Ham Corporation*, 37 T.L.R. 86, although the Divisional Court were invited to follow the two last-named cases. The plaintiff was following other persons who had boarded a tramcar at an optional stopping-place, and while she had one foot on the step the driver suddenly started, the plaintiff being thrown to the ground and injured. The conductor was not on the platform, but the county court judge at Bow gave judgment for the defendants on the ground that there was no negligence on their part, as the bell was rung by someone not their servant. This decision was upheld in the Divisional Court, where it was contended that the defendants took the risk of a third person starting the car in the absence of the conductor, whatever the circumstances. Mr. Justice Rowlatt rejected this proposition, unless it be shown on the facts that the conductor is negligent, and Mr. Justice McCardie concurred in dismissing the appeal.

Although the stopping or starting signal is an element to be considered in the case of tramcars, this question does not arise in the case of electric trains. The matter was considered by the House of Lords in *Metropolitan Railway Company* v. *Delaney*, 65 Sol. J. 453, in which the plaintiff was thrown off his feet by a sudden start and to save himself put out a hand, which was crushed in a sliding door. At the Mayor's Court the Recorder refused to withdraw the case from the jury, though the only witness was the plaintiff, and on a verdict being given for the plaintiff, judgment was given for the agreed damages of £35. The Divisional Court held that there was no evidence of negligence and entered judgment for the company, but the Court of Appeal and the House of Lords upheld the judgment in favour of the plaintiff. It appears from the judgments that there is no duty to give warning of the start, as the modern passenger by electric train must expect this at any moment, but that the physical effect produced on the plaintiff is evidence of starting with unusual celerity, i.e., with a jerk.

The conclusion is that the exigencies of life demand a higher standard of care from the passenger in the metropolis than elsewhere, and that it is easier to obtain damages for negligence in Belfast, Glasgow or Salford than in London.

Reviews.

The Law of Transport by Railway. By Alan Leslie. Second Edition. London: Sweet & Maxwell, Ltd. 1928. pp. lxx and 852. £2 10s. net.

One cannot write a note of this text-book without making a brief reference and paying a humble tribute to its brilliant author, who met his death in tragic circumstances whilst enjoying a well-earned holiday immediately after he had completed the second edition of his great work. Mr. Leslie died a young man, but not without having won a place among the best text-book writers on an English law subject; for it is no exaggeration to describe "Leslie on Transport" as a really good text-book—one of the best English law text-books written in the last twenty-five years. The subject-matter is well arranged; the style is clear, and the law is stated with a very high degree of accuracy.

The historical parts are the product of diligent researches. Critical observations are made only after careful consideration. Conclusions are stated clearly and tersely. In particular the mass of recent statutory enactments affecting "transport by railway" has been collected and sorted with conspicuous success.

The work can be unreservedly recommended to practitioners engaged in the administration of railway law.

The Incorporated Society of Auctioneers and Landed Property Agents' Pocket Book and Diary, 1929.

This yearly handbook contains, in a convenient form, much useful information, which includes Scale of Professional Charges applicable to all matters which an auctioneer or landed property agent may be called upon to deal with, various scales of measurement and weight, Building notes and memoranda, and other matters. Members of the Society should find it very handy for reference. H.

Books Received.

The Law and Practice in Relation to Infants. B. A. Bicknell, LL.B., Barrister-at-Law (Author of "Cases on The Law of the Constitution."). Demy 8vo. pp. liii and 370 (with Index). The Solicitors' Law Stationery Society, Limited, London: 22, Chancery Lane, W.C.2; Liverpool: 19-21, North John Street; Glasgow: 66, St. Vincent Street. 15s. net.

"*You, and the Law.*" S. Boyd Darling, LL.B., Massachusetts Bar, with an Introductory Companionale Index and a Layman's Law Dictionary. Crown 8vo. pp. xi and 343 (with Subject Index). 1928. New York and London: D. Appleton & Co. $2.50.

Handbook of Procedure and Evidence in Arbitrations. W. T. Cresswell, Barrister-at-Law. With a Foreword by Sir William Mackenzie, K.C., G.B.E. Crown 8vo. pp. xvii and 167 (with Index). 1929. The Institute of Arbitrators (Incorporated), 28, Bedford-square, W.C.1. 6s. net.

"THE COMPANIES' DIARY AND AGENDA BOOK." (Herbert W. Jordan). 1929 (46th year).

We are asked to state that in the advertisement of Messrs. Jordan & Sons, Ltd., which appeared in our issue of the 29th December last (p. xiii), the prices should have been stated as "Cloth covers, by post 6s. 6d., in boards 4s. 6d."

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. The Editor accepts no responsibility for the replies given.

National Health Insurance, Act, 1924, 1st Sched., Pt. 1(*a*). Employments within the meaning of the Act.

Q. 1528. A is employed by B as a clog block maker, and the mode of payment is so much per dozen pairs of clog soles made by A from timber supplied by B, A using his own tools. There is no time stipulated in which A is to do the work, or when he is to attend at the place of work. At the end of the week A counts the clog soles made by him and B pays him the rate per dozen agreed upon: (1) Is A an insured person within the meaning of the above section? (2) Is it B's duty to stamp A's unemployment and national health insurance and pensions insurance cards? (3) Is there a contract of service express or implied?

A. (1) A is an insured person within the meaning of the section; (2) It is B's duty to stamp A's unemployment and health insurance cards; (3) In our opinion there is a contract of service: "A servant is one who for consideration agrees to work subject to the orders of another" ("MacDonell's Law of Master and Servant," p. 7). In cases under these Acts, however, the employment rather than the contract is the primary test.

Will—Meaning of Phrase "Next of Kin."

Q. 1529. A by his will left his residuary estate amongst his children (naming them separately), and he stated: "In the event of any of my children predeceasing me, then I give the share of the child so dying to his next of kin." Two sons predeceased the testator, one leaving a widow and two children, and the other leaving a widow only. Who will take the shares of the two sons so dying in the lifetime of the testator? What is the meaning of the words "next of kin?"

A. The words "next of kin" in this connexion do not mean the persons entitled under the Statutes of Distribution relating to the distribution of the effects of intestates, but indicate those nearest in degree of personal propinquity (for authorities see "Stroud, Judicial Dictionary," s.v.). The degree of propinquity will apparently be computed according to the civilians table. In the case of the son who left a widow and two children the widow will be excluded and the two sons, who we assume survived the testator, will take as joint tenants (see "Tudor's Leading Cases on Real Property, etc.," 4th ed., p. 274). In the case of the son who merely left a widow we can only say that the widow will be excluded, the necessary data not being available to enable us to say who the next of kin, as defined above, are.

Discovering Information Beneficial to Another—Whether Obligation to Disclose.

Q. 1530. A business person partly engages his time in tracing possible heirs to estates or funds—and, by chance and uninstructed to do so, finds sufficient evidence to satisfy him (*a*) that B unknown to him is entitled to something. A then writes to B, informing him that he has made this find, as follows: "I write to inform you that in the course of my business which partly consists of tracing money, property and other assets, unclaimed or otherwise dormant, I have come upon something to which you appear to be entitled; I shall be willing to disclose the information I have acquired without prior payment or fee of any kind, my remuneration to consist of a commission of 33⅓ per cent. upon the net value of such assets. I enclose my usual form of agreement which, I think, speaks for itself and if you care to sign same I shall have pleasure in giving you the information in my possession," and as a preliminary condition of discovering to B what it is he, A, has lighted on, and of which he states he believes B to be the owner, demands that B shall sign an agreement to pay A (in form enclosed) a sum of money equal to a large proportion of what he describes as "assets" and apparently immaterially to recovery, the consideration being expressed by the discovery to B of A's find. B does not sign the agreement presented by A, but, feeling that A should inform him of what A has found belonging to B, encloses a stamped and directed envelope to A for reply. No reply being received B calls at the address on the heading of A's letter, but cannot get in touch with A, and is informed that A is seldom there and only calls for letters. (1) What are the rights of B against A. (2) What, if any, penalties does A incur in wilfully withholding from B information of the finding by A of what A believes to belong to B. (3) What course should the solicitor consulted by B advise B to take, B being unwilling to abet A in seeking exorbitant reward for not withholding information which B feels A should proffer as one citizen to another; although, probably, not relevant, it may be added, B would be willing suitably to reward A if B recovered that to which A alleges B is entitled and A has found.

A. The question here is not whether B ought in conscience to disclose to A what he says he has discovered, but whether B is under a legal obligation to disclose. We know of no principle which imposes such an obligation upon B in the circumstances stated. In no sense can B be said to be the agent of A.

Landlord and Tenant Act, 1927, s. 17—Is a "Boarding-school" a "Business"?

Q. 1531. (1) A school master carries on a school in the ordinary way, that is to say, he takes in boarders and day boys. He holds a lease under which, if he is carrying on "a business" within the meaning of the Landlord and Tenant Act, 1927, he would be entitled to apply for a new lease under s. 5. Is he disentitled under s. 17 (3) from claiming a new lease on the ground that he is engaged in a profession? In putting this question we suggest that there is a distinction between the school master's calling, which undoubtedly is a profession, and his taking in boarders, etc., which is a business concern, and on the lines with a hotel.

(2) If you think the claim would not hold, would the answer be different if the training is of a business character involving the teaching of shorthand, book-keeping, etc.?

A. Under s. 17 of the Landlord and Tenant Act, 1927, all premises used "wholly or partly" for any trade or business are within the ambit of ss. 4 and 5 of the Act. And a boys' school has been held to be a "business." (See *Bish* v. *Keeling*, 1 M. & G. 95.) If the merits justify the order, there is no reason why a school master should not have a "new lease" in a proper case.

Lease Providing for Insurance with Office Nominated by Lessor—Insurance Company Appointing Lessor's Agent Sole Agent for Insurances of Lessor's Property.

Q. 1532. The leases of a building estate provide that the buildings shall be insured against fire in such public office for insurance as the lessor shall from time to time appoint. The lessor has nominated an insurance company, and the insurance company in turn has nominated the agent of the lessor sole agent for all fire insurances in connexion with the lessor's property. Can a lessee who (*a*) is also an agent of the company, or (*b*) transacts all his insurance business through

another agent of the company, effectively object to the joint action of the lessor and the company? If so, what course is suggested?

A. It is difficult to see what action can be taken except by negotiation with the company. The lessee could certainly pay premiums direct to the company, but there is no law compelling an insurance company to appoint agents, or to prevent it restricting an agent's authority in respect of particular insurances. If several of the company's agents are affected by such an arrangement, they might be induced to make a joint representation to the company, and the latter, in view of the possibility of losing business, might be induced to revoke the exclusive agency.

Mortgage—Raising of Loan by Mortgagee.

Q. 1533. In 1925 A conveyed to B in fee simple a freehold dwelling-house by way of mortgage subject to redemption. In 1927 C paid off the mortgage money, and by endorsement B acknowledged to have received from C all moneys intended to be secured by the mortgage which would operate to transfer to C the benefit of the mortgage. A has made default and C became entitled several months ago to exercise his statutory powers of sale. C has let the dwelling-house to a tenant and has negotiated a building society mortgage on the house. We do not see that C has any power to raise money by way of mortgage. Apparently the only course is to apply to the court for a foreclosure order, but he is not disposed to go to the trouble and expense. He is anxious however to raise the money, and we shall be grateful if you can suggest in what way he can do so without disposing of the property.

A. The only suggestion which we can make is that C should endeavour to negotiate a sub-mortgage; this is not a security which a building society is likely to entertain.

Rent Restriction Acts—Mortgage of House protected by—Appointment of Receiver.

Q. 1534. We are acting on behalf of a mortgagee under a mortgage of house property created in 1900, and therefore protected under the Increase of Rent, etc., Acts. (As a matter of fact the original mortgagor has since died and is now represented by his executor, but this would appear not to affect the questions hereinafter raised.) Default has now been made for over two months in payment of the mortgage interest, and the mortgagee wishes to exercise his statutory power of appointing a receiver and/or selling. We assume that he has full power to take either of these steps forthwith, the interest being in arrear for more than the twenty-one days required by the Increase of Rent, etc., Act, 1920, and also the two months required by the L.P.A., 1925. There appears to be a fairly general impression that, in the case of a protected mortgage such as this, the mortgagee must first call in his mortgage before proceeding to exercise his statutory powers. We submit that this is erroneous, but shall be glad to have your confirmation thereof. If and when a receiver has been appointed the L.P.A., 1925, gives him power to apply any surplus income in his hands in or towards discharge of the principal money. In what manner has this power to be exercised, i.e., has such surplus to be ascertained and so applied each half-year, and after every such application is the mortgagee entitled to receive interest on the balance only of the principal, or is he entitled to receive interest on the full original mortgage debt until the whole has been discharged?

A. The Increase of Rent, etc., Act, 1920, contains nothing to prevent the mortgagee appointing a receiver under the circumstances. The reply to the second query cannot be given without some hesitation. When a mortgagee takes possession the general rule is, that if the interest is not in arrear when the mortgagee enters, he must account with *yearly* rests, but if the interest is in arrear he may take his full interest: *Nelson* v. *Booth*, 27 L.J.Ch. 782. It is thought, however, that although the courts might be inclined to apply the same rule the wording of the section would prevent their doing so. The receiver is to apply his receipts (sub-cl. (iv) "in payment of the interest . . . in respect of any principal *due* under the mortgage," and if directed in writing (sub-cl. (v)) "in or towards discharge of the principal money." If a sum is applied towards the discharge of the principal there is so much less principal due on which the receiver is directed to pay interest, unless the word "due" can be construed as meaning due at the time of the receiver's appointment. We reluctantly come to the conclusion that the word "due" must mean "due for the time being after allowing for any sum paid towards discharge of the principal," and if the mortgagee has the surplus so applied, the receiver, as the agent of the mortgagor, will not be justified in continuing to pay interest on the original mortgage debt. It is thought, however, that the mortgagee would be justified in requesting *yearly* payments from the receiver.

Agricultural Holdings—Compensation—Effect of Death of Tenant who Assigns Tenancy before Notice to Quit.

Q. 1535. Section 12 of the Agricultural Holdings Act, 1923, which gives the grounds upon which a tenant of a holding, terminated by reason of a notice to quit given by the landlord, may claim compensation, contains in sub-s. (7) (*c*) one of the grounds upon which compensation shall *not* be payable, viz.: "where the tenant with whom the contract of tenancy was made has died within three months before the date of the notice to quit." If a tenant of a farm, holding under parol agreement and not debarred from assigning or sub-letting, duly assigns the tenancy by deed and gives notice to the owner, subsequently dies within three months of such assignment, is this such a case as comes within the sub-section? In other words, if the owner gives the personal representative of such former tenant (being the tenant with whom the contract of tenancy was made) a notice to quit within three months of the death, is he entitled to possession of the farm upon the expiration of the notice without payment of compensation for disturbance to anyone, and notwithstanding the fact that the tenancy had been lawfully assigned by the deceased tenant? A case such as is above given has now arisen, where the owner contends that the answer to the case put is in the affirmative, but if this is so, then the assignee under a lawful assignment is never free from the risk of having to quit the premises without compensation if the owner can serve the representatives of the preceding tenant (if dead) with a notice to quit within three months of his or her death. There appears to be no case dealing directly with the point, but is not the sub-section confined to a case where the tenant with whom the contract of tenancy was made had not lawfully assigned the tenancy prior to his or her death?

A. Section 12 (7) (*c*) of the Act of 1923 provides that, "where the tenant with whom the contract of tenancy was made has died within three months before the date of the notice to quit," no compensation under the section is payable. By s. 57 (1) "tenant" is defined as meaning "the holder of land under a contract of tenancy and includes the executors, administrators, assigns . . . of a tenant." Though an "assignee" is therefore a "tenant," he is not "the tenant with whom the contract of tenancy was made." But a notice to quit cannot be given to the personal representatives of a deceased tenant when those representatives are not in possession because of a valid assignment to a person who is in lawful possession. So that, if the contracting tenant assigns his tenancy, say, on the 1st January, and dies on the 1st February after the assignee has entered into possession, and notice is given on the 1st March to the assignor's personal representatives, the notice is invalid and cannot affect the compensation provisions. If the assignee had not been in possession, the position would have been different (see *Rees d.*, *Mears* v. *Perrot*, 1830, 4 C. & P. 230; *Doe d.*, *Morris* v. *Williams*, 1826, 6 B. & C. 41).

Correspondence.

Re Probate Practice—Settled Land.

Sir,—In r. 118 of the Statutory Rules and Orders—Non-Contentious Probate Rules, 1925, it is stated that in every oath to lead grant of probate or administration, where deceased died after 1925, the deponent shall swear whether there *is* land vested in the deceased settled previously to his death, and the trustees at the date of death of such settled land, if any, shall be cleared off before a general grant shall issue.

By the directions of the Probate Registrars issued 8th December, 1927, it is laid down that, in cases where the settlement of land comes to an end on the death of the tenant for life, it should be sworn in the oath to lead grant to the estate of the tenant for life that there *was* settled land, but that the settlement came to an end upon the death of the deceased. These directions are still in force.

The effect of them is that the settlement has to be recited in the oath, and the settlement produced for perusal by the registry authorities.

In view of the decisions in recent cases to the effect that there *is no* settlement of land where the remainderman becomes absolutely entitled, it is difficult to understand why the above direction should still remain in force, involving as it does expense and delay in the obtaining of grants owing to settlements having to be produced, and in addition extra work to the Registry authorities in the perusal of long deeds and documents.

A simple statement in the oath in such cases that there *is* no settled land would seem to be amply sufficient. Practitioners would doubtless be willing and competent to themselves decide the point, if they knew that by so doing they were complying with the Probate Rules. They would still be able to refer any point of difficulty to the Registry.

In practice, if such simple statement is sworn to, the Registry authorities do not call for evidence, but this is not generally known. The Registry authorities are apparently unwilling, as the rules stand, to issue any directions as to such practice.

We have had the question raised in a very large number of cases which have come before us and the matter seems to be one in which every practitioner is interested. For this reason we desire to ventilate the matter in your columns.

41, Snow Hill, E.C.1. HOOPER & SON.

Legal Parables.

XX.

The Solicitor who gave Advice Gratis.

THERE was once a young man who was going to be married quite soon; and he wanted to buy a house (at least, he didn't want to, but he couldn't find one to be let, so he had to), and besides that, he was going into business with a partner, and the furniture (which was to be delivered in a plain van) was to be paid for by instalments. So, of course, his friends said: "You must go to a solicitor with all this business of agreements and things."

So the young man said: "But they always do you down, don't they?" And his friends said: "Well, not always, especially if you watch them. Anyhow, not nearly as much as that hire-purchase company would if you don't have a lawyer."

So he went to a very highly recommended family lawyer, who looked the part. I mean he was elderly, rather stout, and he had a top hat and a roll-top desk and a lot of bookcases and deed boxes and things.

So, of course, the young man told him all about it; and the solicitor beamed on him and wished him happiness and all that. And then he said: "When are you going to be married?" And when the young man said early in April, he chuckled, and, of course, the young man blushed, because he thought it would be the same old one about the first, and he said: "Probably the sixth or seventh."

So the old chap chuckled again, and then he said: "Now we lawyers are supposed to be always on the make, aren't we?" And the young man felt uncomfortable and couldn't think what to say, so he tried to make polite noises. And the old solicitor said: "Well now, I'm going to begin by giving you a bit of good advice for which I shall charge you nothing at all." And then he paused and said again: "Nothing at all!"

So then he said: "You fix the fifth as the happy day." So the young man said: "Why?" And the solicitor said: "Because it's worth just exactly £18 to you, my dear sir, in income tax, as a married man."

So the young man, who was fairly honest and very timid, said: "Is it all right? Because I mean to say, those income tax fellows are pretty hot, aren't they?"

And the solicitor said: "Perfectly safe, because perfectly legal and perfectly honest. Now that'll be quite a nice little wedding present, won't it?" So, of course, the young man said he didn't know how to be grateful enough, and he hardly liked to accept such good professional advice for nothing; and the old gentleman laughed again and said: "That'll be all right." And it seemed to amuse him.

Well, when the solicitor's bill came in at last, it was as big as a pelican's, and some of the young man's friends said it was a bit steep. But the young man told each of them how the solicitor had really given him £18 for nothing, and then, of course, they all said, well, that *was* rather different; and, no doubt, it was quite moderate when you come to think of it.

Moral: Be generous.

Notes of Cases.

Court of Appeal.

Chaney *v.* **Maclow.**

Lord HANWORTH, M.R., LAWRENCE and RUSSELL, L.JJ. 5th December.

VENDOR AND PURCHASER—CONTRACT—SALE BY AUCTION—DISPUTED BIDDING—SIGNATURE OF MEMORANDUM BY AUCTIONEER—LAW OF PROPERTY ACT, 1925, 15 & 16 Geo. 5, c. 20, s. 40.

Appeal of the defendant (the purchaser) from the judgment of Maugham, J., for specific performance of a contract of sale pronounced on 3rd July (see 72 SOL. J., 583). The sale took place at an auction on 29th April, 1927, when the property was knocked down to the appellant as purchaser as the highest bidder, at the price of £650. The appellant alleged that he bid up to £500 or £510 only, and by reason of circumstances affecting the property which came to his notice only during the auction itself, consequently refused to sign the usual memorandum of the contract when presented to him on behalf of the auctioneer. The auctioneer accordingly signed as agent for the purchaser, not at the auction itself, but an hour or two later, after seeing one of his own clients. The purchaser having refused to carry out the contract, an action of specific performance was brought against him, and Maugham, J., on the evidence, held, that the purchaser was the highest bidder at the sum named in the contract, and that the memorandum was signed by the auctioneer in due time, and gave judgment for the plaintiff. The purchaser appealed.

Lord HANWORTH, M.R., said that the auctioneer's authority was to sign the memorandum as agent for the purchaser, and not merely to make an entry in his book of the result of the auction, as alleged on behalf of the appellant, even though it had been held in the eighteenth century that such an entry was a

sufficient memorandum to satisfy the Statute of Frauds. As regards the duration of that authority, it had been held that it was sufficient if the memorandum was signed immediately, but that it could not properly be signed after the lapse of a week. Therefore the question was one of degree, that is to say a question of fact, and as such it had been decided by the judge of first instance in favour of the respondent, and the Court of Appeal would not interfere with his decision. The appeal must therefore, be dismissed.

LAURENCE, L.J., and RUSSELL, L.J., gave judgment to the same effect.

COUNSEL: *C. A. Bennett*, K.C., and *W. Arnold Jolly*, for the appellant; *Vaisey*, K.C., and *G. P. Slade*, for the respondent.

SOLICITORS: *W. A. & H. Elmore Smith*, agents for *W. A. Smith, Morton & Son*, Halstead, Essex; *George Reader & Co.*

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

Re Lewis Merthyr Consolidated Collieries Limited; Lloyds Bank Limited *v.* The Company.

Lord HANWORTH, M.R., LAWRENCE and RUSSELL, L.JJ. 6th December.

COMPANY—DEBENTURES—FLOATING CHARGE—FIXED CHARGE—FLOATING CHARGE—RECEIVER APPOINTED—PREFERENTIAL PAYMENTS—WORKMEN'S COMPENSATION—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, ss. 107, 209—WORKMEN'S COMPENSATION ACT, 1925, 15 & 16 Geo. 5, c. 84, s. 7.

Appeal from an order of Tomlin, J., made on the hearing of an adjourned summons on 18th July. The plaintiff bank were the holders of two sets of debentures issued by the company. The first, which consisted of a single debenture charged with payment of all moneys and liabilities thereby agreed to be paid or intended to be secured first the freehold, leasehold and copyhold property of the company, and the fixed plant, machinery and fixtures, from time to time thereon; secondly, the goodwill and uncalled capital of the company; thirdly, the undertaking and assets of the company both present and future. The charge upon items 1 and 2 being a fixed charge and upon item 3 a floating charge. The second debenture was one of a series intended to secure £50,000, and the charge under it was a floating charge. The plaintiffs having commenced an action to enforce their debentures, and obtained the appointment of two joint receivers and managers, took out a summons in the action for a declaration that the preferential payments required by s. 107 of the Companies Act, 1908 to be paid in priority to all other debts of the company were so payable only out of such assets of the company as were subject to the floating charge created by the first debenture, and were not payable in priority to the money secured by this debenture out of such assets as were subject to the fixed charge created by it. Tomlin, J., made the order claimed, on the ground that the words "any assets coming to the hands of the receiver or of the person taking possession" must be read as if "subject to the floating charge" had been added to them, because the priority was given only in connexion with the floating charge.

Appeal was brought from this decision by F. Densley, who had been appointed by order of the Court to represent the employees entitled to preferential payment. These employees included the workmen entitled to payments under the Workmen's Compensation Act, 1925.

THE COURT dismissed the appeal, holding that the true construction of s. 107 of the Act did not give priority in respect of assets secured by a fixed charge, but the priority was limited to those secured by the floating charge.

COUNSEL: *Upjohn*, K.C., *H. Grant*, K.C., and *L. W. Byrne*; *H. C. Bischoff* and *J. R. McCrindle*.

SOLICITORS: *Smith, Rundell, Dods and Bockett*, for *Morgan, Bruce & Nicholas*, Pontypridd; *Ingledew, Sons & Brown*, for *Ingledew & Sons*, Cardiff.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Page *v.* Scottish Insurance Corporation, Ltd. Forster *v.* Page (Consolidated).

Salter, J. 22nd November.

INSURANCE—MOTOR-CAR—ACCIDENT—INSURED'S DRIVER IN FAULT—REPAIRS EFFECTED BY HIM AT REQUEST OF INSURANCE COMPANY—DRIVER'S CLAIM FOR COST OF REPAIRS—INSURANCE COMPANY'S RIGHT TO BE SUBROGATED TO OWNER'S RIGHTS AGAINST DRIVER.

The plaintiff in the first of these consolidated actions, Arthur Henry Page, was driving one Forster in his (Forster's) motor-car from Leeds to London on the 12th October, 1925, when he collided with another motor-car. The owner of that motor-car successfully sued both Page and Forster for damage to the car. Forster was insured in respect of his own motor-car with the Scottish Insurance Corporation, and they elected, as they were entitled to, not to pay him the amount of damage but to get the motor-car repaired. They requested Page, the driver, who was also a motor-car dealer, to do the repairs. The cost of the repair amounted to £117 2s. 6d., and Page now sued the insurance corporation for that sum. In the second action, the insurance corporation, suing in the name of Forster, claimed the above sum from Page for damage caused to Forster's motor-car through his (Page's) negligent driving. They contended that they were entitled to set off their claim against Page's claim.

SALTER, J., said that in answer to Page's claim the insurance corporation claimed that they were entitled, on the principle of subrogation, to set off Forster's claim against Page. In his (Salter, J.'s) opinion the insurance corporation had a right of set-off equal to the amount of the claim for repairs, and they were not bound to go through the formality of paying Page before they might be subrogated to Forster's rights against him. Moreover, their right of subrogation was not affected by the fact that they had not yet paid Forster's liabilities in respect of the action brought against him by the owner of the other motor-car. Judgment for the insurance corporation in both actions.

COUNSEL: *Cartwright Sharp* and *E. H. Blair*, for Page; *Serjeant Sullivan*, K.C., and *Maurice Healy*, for the Scottish Insurance Corporation.

SOLICITORS: *White & Co.*; *Edmond O'Connor & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Birmingham County Court.

T. Foden Flint & Jones *v.* The Midland Rubber Co. (1923) Ltd.

27th November.

The facts of this case, which were not disputed, were as follows:—

The Plaintiffs, Messrs. T. Foden Flint & Jones, auctioneers and estate agents, claimed commission from the defendants, The Midland Rubber Co. (1923) Limited, in respect of the letting of premises of the defendants. In January, 1927, the defendants instructed the plaintiffs to endeavour to find tenants for portions of their premises which they desired to let. After introducing the premises to several people, the plaintiffs, on 4th May, 1927, took a representative of a business firm to see the premises when they showed him two portions, one larger than the other. The representative intimated to the plaintiffs that the smaller portion would suit their requirements at that time, but that his firm might at a later date require additional accommodation and might consider taking the larger portion. These prospective tenants then negotiated in direct communication with the defendants a tenancy of the smaller portion at a rent of £2 per week from the 14th May, 1927. This tenancy was of a temporary nature, and it was agreed between the Plaintiffs and the Defendants that the former should send in their account for commission when the tenants

had been in occupation for twelve months or less, the commission to be 5 per cent. upon one year's rent or 5 per cent. upon the actual amount of rent received if less than one year. In May, 1928, the plaintiffs discovered that the tenants had vacated the smaller portion of the premises, after occupying them for forty-five weeks, and had, in direct communication with the defendants, taken the larger portion at a rent of £6 per week. The plaintiffs then sent in their account for commission in respect of the letting of the smaller portion of the premises, viz., 5 per cent. on £90—£4 10s., and intimated to the defendants that they would claim commission in respect of the tenancy of the larger portion. The defendants denied their liability to pay commission in respect of the second letting on the ground that the plaintiffs had done nothing to bring it about. The larger portion was occupied by the tenants for a period of twenty weeks, and the plaintiffs claimed commission in respect of that letting, viz., 5 per cent. on £120—£6. No commission having been paid to the plaintiffs in respect of either letting, they commenced proceedings against the defendants for £10 10s. The defendants filed an affidavit of defence in which they admitted £4 10s., but disputed £6. On the day before the trial, the defendants paid into court £4 10s. and costs on that amount. The case came before His Honour Judge Ruegg, at the Birmingham County Court, on the 27th ult. The evidence of the plaintiffs, supported by that of the tenants' representative, was to the above facts, and the letter stated that it was the original introduction of the plaintiffs which led to both tenancies. After considerable argument, the judge stated that an interesting point had arisen in the case, namely, whether the plaintiffs had been the effective cause of the second letting, and that he would consider the cases and give his judgment later. On the resumption of the court, after the luncheon interval, the judge gave judgment for the plaintiffs for the amount claimed, basing the same upon the case of *Mansell* v. *Clements*, 1874, L.R. 9 C.P.

COUNSEL: For the plaintiffs, *Mr. Gilbert Griffiths*, instructed by *J. Foley Egginton*.

Societies.

United Law Society.

A meeting of the Society was held at the Middle Temple Common Room on Monday, the 7th inst., Mr. E. H. Pearce in the chair. Mr. W. S. Wigglesworth opened—"That in the opinion of this House the case of *Kasler and Cohen* v. *Slavonski*, 1928, 1 K.B. 78, was wrongly decided." Mr. R. S. Johnson opposed. There also spoke Messrs. Pugh, S. A. Redfern, Pearce and Oppenheim. The opener having replied, the motion was put to the House and lost by six votes.

City of London Solicitors Company.

LAW PRIZE, 1928.

The Prize of 25 guineas offered by this Company to the articled clerk of any solicitor practising in the City of London certified by the Examiners of The Law Society as having passed highest in merit in the subjects of Equity and Common Law and Bankruptcy at the June and November Examinations of last year, has been awarded to Mr. Norman Henry Wight, who served his articles of clerkship with Mr. Henry North Lewis, of the firm of Middleton, Lewis & Clarke, of 22, Great St. Helens, E.C.

Mr. Wight was placed second in order of merit in the first-class in the Honours Examination in November last, and awarded the Daniel Reardon Prize.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 8th inst. (Chairman, Mr. A. S. Diamond), the subject for debate was: "That this House is in favour of an extension of the policy of safeguarding of industries in this country." Mr. W. N. Pleadwell opened in the affirmative and Mr. E. E. Pugh opened in the negative. The following members also spoke: Messrs. G. A. Thesiger, J. F. Spurrell, E. F. Iwi, L. F. Tucker, T. Jessup, H. J. Baxter, C. C. Ross, S. G. Pillay,—Christian-Edwards. The opener having replied, the motion was put and carried by seven votes. There were twenty-two members present.

Rules and Orders.

THE SUPREME COURT (NON-CONTENTIOUS PROBATE) FEES ORDER, 1928. DATED DECEMBER 21, 1928.

The Lord Chancellor, the Judges of the Supreme Court, and the Treasury, in pursuance of the powers and authorities vested in them respectively by section 213 of the Supreme Court of Judicature (Consolidation) Act, 1925,(*a*) and sections 2 and 3 of the Public Offices Fees Act, 1879,(*b*) do hereby, according as the provisions of the above mentioned enactments respectively authorise and require them, make, advise, consent to, and concur in, the following Order:—

1.—(1) In this Order—

"The Principal Registry" means The Principal Probate Registry of the High Court of Justice;

"District Registry" means District Probate Registry of the High Court of Justice:

"The Judicature Act, 1925," means the Supreme Court of Judicature (Consolidation) Act, 1925:

"A folio" means a folio of 90 words.

(2) The Interpretation Act, 1889,(*c*) shall apply for the purposes of this Order in like manner as it applies to an Act of Parliament.

2. The fees and percentages set out in the second column of Schedule I to this Order shall be taken in the Principal and District Registries in non-contentious Probate Business in respect of the items set out in the first column of the said Schedule, in accordance with and subject to any directions contained in that Schedule.

3. The fees and percentages set out in the second column of Schedule II to this Order shall be taken in the Principal and District Registries in the Departments for Personal Applications in non-contentious Probate Business in respect of the items set out in the first column of the said Schedule, in addition to the fees taken under Schedule I to this Order, in accordance with and subject to any directions contained in those Schedules.

4. (1) In the Principal Registry the fees prescribed by this Order, with the exception of Fee No. 45 in Schedule I to this Order, shall be taken by stamps, which shall be of the character prescribed in the third column of Schedules I and II to this Order.

(2) In the District Registries the fees shall be taken in cash.

(3) Fee No. 45 in Schedule I to this Order (which relates to notification of a charitable bequest) shall be taken in cash in such manner and at such times as the Treasury may direct.

(4) Fee No. 2 in Schedule I (which relates to small estates) when taken by an officer of Customs and Excise, and Fee No. 2 in Schedule II (which relates to small intestate estates) when taken by an officer of a County Court, shall be taken in cash.

5. The Orders and parts of Orders described in Schedules III are hereby revoked.

6. This Order may be cited as the Supreme Court (Non-Contentious Probate) Fees Order, 1928, and shall come into operation on the 1st day of January, 1929.

Dated this 21st day of December, 1928.

Hailsham, C. *Hanworth*, M. R.
Hewart, C. J. *Merrivale*, P.

Titchfield.
F. George Penny.
} Lords Commissioners of His Majesty's Treasury.

Schedule I.

First Column.	Second Column.	Third Column.
Item.	Fee.	Character of Stamp.
Grants.		
1. On Probates or Letters of Administration with or without the Will annexed:— If the net personal estate is sworn to be— Under the value of		
£ 200	£ s. d. 0 15 0	Impressed.
300	1 0 0	
450	1 10 0	
600	1 15 0	
800	2 0 0	
1,000	2 10 0	
1,500	3 10 0	
2,000	4 10 0	
3,000	5 0 0	
4,000	5 10 0	
5,000	6 0 0	
6,000	6 5 0	
7,000	6 10 0	
8,000	6 15 0	

(*a*) 15–6 G. 5. c. 49. (*b*) 42–3 V. c. 58. (*c*, 52–3 V. c. 63.

First Column. Item.	Second Column. Fee.	Third Column. Character of Stamp.
Grants—cont.		
1. On Probates or Letters, &c.—*cont.*		
[illegible]	£ s. d.	
9,000	7 0 0	
10,000	7 10 0	
12,000	8 0 0	
14,000	8 5 0	
16,000	8 10 0	
18,000	8 15 0	
20,000	9 10 0	
25,000	10 0 0	
30,000	10 10 0	
35,000	11 10 0	
40,000	12 10 0	
45,000	13 10 0	
50,000	14 10 0	
60,000	16 0 0	
70,000	18 0 0	
80,000	19 0 0	
90,000	22 0 0	Impressed.
100,000	24 0 0	
120,000	26 0 0	
140,000	28 0 0	
160,000	30 0 0	
180,000	32 0 0	
200,000	34 0 0	
250,000	37 0 0	
300,000	40 0 0	
350,000	43 0 0	
400,000	46 0 0	
500,000	50 0 0	
For every additional £100,000 or any fractional part of £100,000 a further and additional fee of	5 0 0	
Note.—This fee is not payable where any of the following fees is payable, viz.: (*a*) Fee No. 2 in this Schedule (relating to certain estates not exceeding £500); (*b*) Fee No. 3 in this Schedule (relating to certain estates of soldiers and sailors); and (*c*) Fee No. 2 in Schedule II (relating to certain estates not exceeding £100).		
2. On Probates or Letters of Administration where the gross real and personal estate does not exceed £500 and application is made under section 33 of the Customs and Inland Revenue Act, 1881, as extended by section 16 of the Finance Act, 1894	0 15 0	Impressed.
Note 1.—This fee includes any services rendered in the Personal Application Department.		
Note 2.—Where this fee is taken by an officer of Customs and Excise, it is to be taken in cash, and remitted to the Principal or District Probate Registrar in cash.		
3. On Probates or Letters of Administration in respect of the estate of a soldier or sailor in cases where the estate is exempt from duty	0 15 0	Impressed.
Double or Cessate Probate, &c.		
4. For a double or cessate Probate, or Letters of Administration with or without the Will annexed, de bonis non or cessate,—in addition to any further *ad valorem* fee due by reason of additional estate	1 1 0	Impressed.
5. For every duplicate and triplicate Probate, or Letters of Administration with or without the Will annexed	1 1 0	Impressed.
Settled Land Grants.		
6. For a grant limited to settled land	1 1 0	Impressed.
Codicils to Wills already proved.		
7. For a Probate of a Codicil or Codicils, or Letters of Administration with a Codicil or Codicils annexed, being a Codicil or Codicils to a Will already proved	1 1 0	Impressed.
Resealing. (*Principal Registry only.*)		
8. For resealing a grant under the Colonial Probates Act, 1892	1 5 0	Impressed.
[illegible] Northern Irish Grant	1 5 0	Impressed.
[illegible] forwarded under section 169 (2) Judicature Act, 1925	0 2 6	Impressed.
Note.—Fees Nos. 9 and 10 are applicable to the whole of Ireland if the death was [illegible]		
[illegible]	1 [illegible]	Impressed.
For resealing a Scotch [illegible] section 168 (3) Judicature Act, 1925; or under section 34 Customs and Inland Revenue Act, 1881; or under section 16 [illegible] Act, 1894	0 2 6	Impressed.

First Column. Item.	Second Column. Fee.	Third Column. Character of Stamp.
Alterations in Grants, &c.	£ s. d.	
13. For noting on a grant that the deceased died domiciled in England, if not so noted when the grant was issued (inclusive fee)	0 12 0	Adhesive.
14. For amending a grant (including Registrar's Order etc.)	0 10 0	Adhesive.
And in addition, if a new bond is required	0 2 0	Adhesive.
15. For revocation of a grant (including Registrar's Order, etc.)	0 15 0	Adhesive.
16. For impounding a grant, or releasing an impounded grant (inclusive fee)	0 12 0	Adhesive.
17. For noting a reswearing of value and certificate of security (inclusive fee)	0 12 0	Adhesive.
18. For noting on a grant and the record the addition of a personal representative (including filing the affidavit)	0 5 0	Adhesive.
19. For noting on record of grant that an executor to whom power was reserved has renounced (inclusive fee)	0 7 6	Adhesive.
Caveats.		
20. For the entry or subduction of a caveat	0 1 0	Adhesive.
21. For a warning to a caveat at the Principal Registry	0 2 6	Adhesive.
22. For service of warning by post from Principal Registry	0 2 6	Adhesive.
23. For notice of subduction or of warning at the Principal Registry, sent to the District Registry in which the caveat was entered	0 1 0	Adhesive.
Citations and Advertisements. (Principal Registry.)		
24. For settling abstract of citation for advertisement, or other advertisement	0 10 0	Impressed.
25. For settling and sealing a citation (inclusive fee)	0 10 0	Impressed.
Deposit of Wills.		
26. For depositing a Will of a deceased person in a probate registry for safe custody:— On renunciation of executor (inclusive fee)	0 15 0	Adhesive.
Further fee if deposited in a District Registry	0 5 0	Adhesive.
27. For obtaining a Will brought in on subpœna—on application for grant	0 5 0	Adhesive.
28. For depositing, in the Principal Registry, the Will of a living person for safe custody (inclusive fee)	0 15 0	Adhesive.
Further fee if deposited through a District Registry	0 5 0	Adhesive.
Searches and Inspection.		
29. For search for a document filed in a Probate Registry including inspection of the registered copy of the Will or the original Will (if unregistered) or any other document	0 1 0	Impressed.
30. For inspecting an original Will that has been registered—in addition to the fee for search	0 1 0	Impressed.
31. For a search for a Will or Letters of Administration or other document on behalf of the party applying (whether in person or by letter)—in addition to Fees Nos. 29 and 30:— For the search, for every year or part of a year	0 0 6	Impressed.
For reading the document to the applicant, if required:— For every 20 folios or part of 20 folios	0 1 0	Impressed.
Note.—Searches are not made on behalf of persons applying by letter for more than 5 years from the alleged date of death.		
Copies.		
32. For a copy or extract of a document filed or deposited in a probate Registry:— If 5 folios or under	0 2 6	Adhesive.
For every additional folio or part of a folio	0 0 6	Adhesive.
33. If the document is 200 years old:— If 5 folios or under	0 5 0	Adhesive.
For every additional folio or part of a folio	0 0 9	Adhesive.
34. If the document or part of the document is copied *facsimile*, in addition to Fee No. 32 or Fee No. 33:— If 2 folios *facsimile* or under	0 1 0	Adhesive.
For every additional folio or part of a folio	0 0 6	Adhesive.
35. For collating a copy with the original document, including the Registrar's certificate in verification thereof:— If 10 folios or under	0 2 6	Adhesive.

(*To be continued.*)

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. JUSTICE EVE.	Mr. JUSTICE ROMER.
M'nd'y Jan. 14	Mr. Blaker	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 15	More	Jolly	Bloxam	*More
Wednesday 16	Ritchie	Hicks Beach	More	Hicks Beach
Thursday . 17	Bloxam	Blaker	Hicks Beach	*Bloxam
Friday 18	Jolly	More	Bloxam	More
Saturday .. 19	Hicks Beach	Ritchie	More	Hicks Beach

	Mr. JUSTICE MAUGHAM.	Mr. JUSTICE ASTBURY	Mr. JUSTICE TOMLIN.	Mr. JUSTICE CLAUSON.
M'nd'y Jan. 14	Mr. More	Mr. Ritchie	Mr. *Blaker	Mr. Jolly
Tuesday .. 15	*Hicks Beach	Blaker	Jolly	*Ritchie
Wednesday. 16	*Bloxam	Jolly	*Ritchie	*Blaker
Thursday . 17	*More	Ritchie	Blaker	*Jolly
Friday 18	*Hicks Beach	Blaker	*Jolly	Ritchie
Saturday .. 19	Bloxam	Jolly	Ritchie	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

THE COURT OF APPEAL.

HILARY SITTINGS, 1928.

A List of Appeals for hearing, entered up to Friday, 31st December, 1928.

FROM THE CHANCERY DIVISION.

(Final List.)

(For Judgment.)

Ellesmere & ors v Wallace
Re Grove Grady Plowden v Laurence

(For Hearing.)

First Russian Insurance Co, established 1827 (in liquidation) v The London & Lancashire Insurance Co ld
Same v Same
Re Sherborne Settled Estates Re Settled Land Act, 1925
Philippi v Administrator of German Property
The Rose Street Foundry & Engineering Co ld v The India Rubber, Gutta Percha & Telegraph Works Co ld
Companies (Winding up) re Arley Spinning Co ld Earle v Parker
Howard v Harris
Re Bailey Stonehouse v Bailey
Re Dering Fane v Dering
Re Knee Knee v Giles
Smith v Tsakyris
Coles v White City (Manchester) Greyhound Assoc ld

(*In Bankruptcy.*)

Re a Debtor (No. 642 of 1928) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 857 of 1928) Expte The Debtor v The Petitioning Creditor & The Official Receiver
Re a Debtor (No. 954 of 1928) Expte The Debtor v The Petitioning Creditor & The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

F Reddaway & Co ld v Hartley

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Foreman & Ellams ld v Federal Steam Navigation Co ld
Bivalsky v The London General Omnibus Co ld
Fenton Textile Assoc ld v Thomas
Hales v Boyriven ld
Dawson v Romain & Sons
Freedman v Amalgamated Properties ld.
Minter v Priest
Watts v Mayor, &c of Battersea
Hindle v Limb
Essex County Laundry ld v Hall's Ideal Laundry
Compania Mexicana de Petroleo "El Aguila," S A v The Essex Trading & Transport Co ld
Same v Same
Freeman & Gishford ld v Stevenson
Sorensen v Barrington
Wallington v Spalding
Same v Same
Newsholme Brothers v The Road Transport & General Insurance Co ld
Brady v Moss
Page v Scottish Insurance Corporation ld Foster v Page

(Revenue Paper—Final List.)

1928.

Duff-Dunbar v Commrs of Inland Revenue
Daw W F B v Same.
Daw C B v Same.

(Interlocutory List.)

The Great Western Railway Co v Bristol Corpn & ors
Wallace v Surrey County Council
Re The Workmen's Compensation Acts.

(From County Courts.)

Long & Pocock ld v Pollit (Brompton, Middlesex)
Montgomery v General Steam Navigation Co ld (Middlesex, Whitechapel)
Piper v Messrs De'arth Bros (Essex, Chelmsford)
Battersby v Prickett (Westmorland, Kendal)
Hore v The General Steam Navigation Co ld (Mayor's and City of London Court)
Davison v The Holmside & South Moor Collieries ld (Durham, Consett)
Napper v Lambton, Hetton & Joicey Collieries ld (Durham, Consett)
Makin v Needham, Veall & Tyzack ld (Yorkshire, Sheffield)
The Telephone Manufacturing Co ld v Abel (Surrey, Lambeth)
Templeton v William Parkin & Co ld (Yorkshire, Sheffield)
Buckland v W & C French (Middlesex, Bow)
Ruddy v London, Midland & Scottish Railway Co (Middlesex, Bow)
Brazewell v Emmott & Wallshaw ld (Lancashire, Oldham)
Barnes v The London & North Eastern Ry Co (Yorkshire, Kingston-upon-Hull)
Brown v Aveling & Porter ld (Kent, Rochester)
Robinson v Vickers-Armstrongs ld (Lancashire, Barrow-in-Furness)
Storer v Morris (Middlesex, Shoreditch)

Standing in the "ABATED" List.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Wombwell Brodrick v Hohler (s.o. generally March 9, 1928)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

Pusey v H Boot & Sons ld (s.o. liberty to restore July 6)
Tatham v Garner (s.o. generally Dec. 7)

(Revenue Paper—Final List.)

Att-Gen v J J Lane ld (s.o. generally Oct 17)
Miller (Inspector of Taxes) v Ellery & Co ld (s.o. Oct 16)
Collyer (Inspector of Taxes) v Hoare & Co ld (s.o. Dec 19)
Re The Workmen's Compensation Acts.
Knight v Skinner (s.o. generally Oct 24)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

GROUP II:—Mr. Justice ASTBURY, Mr. Justice TOMLIN and Mr. Justice CLAUSON.

HILARY SITTINGS, 1929.

GROUP I.

Mr. Justice EVE will take the Non-Witness business as set out in the Hilary Sittings Paper.

Mr. Justice ROMER will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

Mr. Justice MAUGHAM will take Part II of the Witness List.

GROUP II.

Mr. Justice ASTBURY will take the Non-Witness business as set out in the Hilary Sittings Paper.

Mr. Justice TOMLIN will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Hilary Sittings Paper.

Mr. Justice CLAUSON will take Part II of the Witness List.

GROUP I.

Before Mr. Justice EVE.

Further Considerations.

Re Burton Brewery Co ld Stretton v The Company (fur con)
Re Williams' Trusts Williams v Williams (fur con)

Short Cause.

The English Electric Co ld v Crompton Parkinson ld

Adjourned Summonses.

Re Pearce Re Law of Property Act, 1925 (s.o. for action)
Re Piggot Piggot v Piggot (restored)
Re Taylor's Settlement Trusts Public Trustee v Taylor's Trustee
Re Lamb Vipond v Lamb
Re Jones Jones v Cusack-Smith
Re Dimma Smith v Dunster
Re Goldsmith Jackson v Goldsmith
Re Smith Chase v Smith
Re Forman Liddle v Forman
Re Jeffrey Smith v Jeffrey
Re Kenyon Myddelton v Kenyon
Re Patten Westminster Bank ld v Carlyon
Re Shannon Blacklock v Shannon
Re J & J Colman ld Trade Mark & re Trade Marks Acts, 1905 to 1919
Re Wheater Wheater v Foster
Re Nathan Re Settled Land Act, 1925 Re Trustee Act, 1925
Re Winnington-Ingram Settlement Lloyds Bank ld v Winnington-Ingram
Re Brinkley Stocken v Brinkley
Re Thomas & Partners ld Thomas v The Company
Re Marx Smallpeice v Marx
Re Earl of Stamford & Warrington's Settled Estates & re Settled Land Act, 1925
Re Bianchi Dunn v Dunn
Re Kemp & Higman's Contract & re Law of Property Act, 1925
Re Whitaker Rooke v Whitaker
Re Canada Life Assurance Co & re Life Assurance Co's Act, 1909
Hood v Blake
Re Crackenthorpe's Settlement Hastings v Crackenthorpe
Re Nance Nance v Nance
Re Sutro Settlement Sutro v Castello
Re Hinde Loveday v Hinde
Re Smalley Smalley v Scotton
Re Cole Cole v Cole
Re Goldsmith Goldsmith v Goldsmith (restored)
Re Palin Lloyd v Palin
Re Morton Plowright v Richardson
Pontardawe R D C v Moore-Gwyn
Re Walford Walford v Roome
Re Nash Quicke v Nash
Re Notley King-Farlow v Notley

Before Mr. Justice ROMER.

Retained Witness Actions.

Talbot v Barber (to be mentioned Jan 11)
Douglas Packing Co v W Evans & Co (pt hd) (fixed for Feb 5)

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Claude Inketer ld v Smallman

Bernstein v Public Trustee
Attorney-General v Sunderland Corporation (not before Easter)
J B Stone & Co ld v Steelace Manufacturing Co ld
Andrews v Riley (s.o.—to follow District Registry Case)
General Banking Corporation ld v Holmes
Williams v Gee
Mayor &c of Boro of Lewisham v Smith
Kent v Milward
Re Fleming Horniman v Fleming
Waller v B S Lyle ld
Re Black Black v Black
National Provincial Bank ld v Newell
Chapman v Bailey
Pyman v Henderson
Heymann & Alexander (Yarns, Bradford) ld v R Newton Rhodes & Hall
Fraser v Evans
Davidson v Davies
British Union Co-operative Trust ld v Field
Re Llest Collieries ld Da Vie v The Company
Bocking v Bocking
Pollard v Bonus
Kirby v Wilkins
Re Whiston Whiston v Whiston (with witnesses)

COMPANIES (WINDING UP) AND CHANCERY DIVISION.

Companies (Winding Up). Petitions (to wind up).

Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6, 1924 to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld—s.o. from Jan 20, 1925—liberty to apply to restore)
H A P P Tanning Co ld (petn of J B Maclean and ors—ordered on June 2, 1926, to s.o. generally)
Trinidad Land & Finance Co ld (petn of A H Clifford & anr. trading as Clifford & Clifford—ordered on June 15, 1926, to s.o. generally)
British Baltic Development Co ld (petn of A Vercoutere—s.o. from Dec 17, 1928 to March 4, 1929)
Dillwyn Colliery Co ld (petn of E E Bevan—ordered on Oct 15, 1928, to s.o. generally—liberty to restore)
Rodney Investment Syndicate ld (petn of M Collins—s.o. from Dec 12, 1928 to Jan 21, 1929)
Philmark & Co ld (petn of M Elman & anr, trading as C. Elman—s.o. from Dec 17, 1928 to Jan 14, 1929)
Duffryn Aberdare Colliery Co ld (petn of H F Willetts)
Rosen (Silks) ld (petn of I Markovitch)
Dawbarn Trust Co ld (petn of M B Dawbarn)
Holmes, Whenn & Co ld (petn of A Schnabel & ors, trading as J Schnabel & Sohn)
Anglo-Continental Engineering Co ld (petn of St Margarets Technical Press ld)
H Rosen (Minories) ld (petn of Theodor Gelberg ld)
Keel ld (petn of E J Scrivins)
"Plus-Mac" Co ld (petn of W Wolstencroft & Co ld by its Liquidator) Manchester District Registry
Duophone & Unbreakable Record Co ld (petn of Stuart Advertising Agency ld)
British Brunswick ld (petn of Stuart Advertising Agency ld)
Dercetis Cigarette Co ld (petn of W Rubin)
Countess Warwick Steamship Co ld (petn of H M Att-Gen)
Levy & Latchman ld (petn of P Franck & Co ld)
Lee & Lewisham Social Club ld (petn of Tollemaches Breweries ld)
Tigre (Furriers) ld (petn of L J Lauritzen)
Sound Stores ld (petn of Gramophone Co ld & anr)
Cross & Co (West Hartlepool) ld (petn of P B Fisher & Co ld)
London Fishfriers Supply Co ld (petn of J Robinson)
Victoria Bespoke Clothing Manufacturers ld (petn of H Elges & anr, trading as Elges & Goldner)
Leaves Green Estate Co ld (petn of Sims & Sims, a firm)
Pall Mall Pictures ld (petn of A L Ellis)
F H Woodward ld (petn of Veltexco ld)
South Western Appliance Co ld (petn of W R Crow & Son ld)

Chancery Petitions.

Paul Ruinart (England) ld and reduced (to confirm reduction of capital)
Wilcox, Jozeau & Co (Foreign Chemists) ld and reduced (same)
Western Mail ld & reduced (same)
Aron Electricity Meter ld and reduced (same)
Grain Union ld & reduced (same)
Isaac Holden et Fils (France) ld and reduced (same)
Gilchrist Walker & Co ld and reduced (same)
Moss Hall Coal Co ld & reduced (same)
Omega ld & reduced (same)
F & T Ross ld & reduced (same)
H Clarkson & Co ld & reduced (same)
Wilks Brothers & Co ld) to sanction scheme of arrangement)
Winchester Diocesan Board of Finance (to confirm alteration of objects)
Smeed Dean & Co ld (same)
United Railways of the Havana and Regla Warehouses ld (same)
E W Rudd ld (to confirm reorganisation of capital)
London & Provincial Reproduction Co ld (same)
Smedley's Hydropathic Co ld and reduced (to confirm alteration of objects and reduction of capital)
Petroleum Revenues Co ld and reduced (to confirm reduction and re-organisation of capital)
Jameson & Co ld and reduced (to sanction Scheme of Arrangement and confirm reduction of capital)

(To be continued.)

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Circuits of the Judges.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go, there will be no alteration in the old practice.

The following judges will remain in town: Avory, J., Shearman, J., McCardie, J., and Branson, J., during the whole of Circuits; the other judges till their respective Commission Days.

WINTER ASSIZES, 1929.	S. EASTERN.	NORTH WALES.	SOUTH WALES.	WESTERN.
Commission Days.	*Talbot, J.*	*Charles, J.* (1) *Humphreys, J.* (2)	*Humphreys, J.* (1) *Charles, J.* (2)	*Rowlatt, J.* (2) *MacKinnon, J.* (1)
Saturday Jan. 12	.. ..	.. ..	.. ..	Devizes
Monday ,, 14	Huntingdon	.. ..	.. ..	.. ..
Tuesday ,, 15	.. ..	Welshpool	.. ..	.. ..
Wednesday ,, 16	.. ..	.. ..	.. ..	.. ..
Thursday ,, 17	Cambridge	.. ..	Haverf'dwest	Dorchester
Friday ,, 18	.. ..	.. ..	.. ..	.. ..
Saturday ,, 19	.. ..	Dolgelly	.. ..	.. ..
Monday ,, 21	.. ..	.. ..	Lampeter	.. ..
Tuesday ,, 22	.. ..	.. ..	.. ..	Taunton
Wednesday ,, 23	Ipswich	Carnarvon	.. ..	.. ..
Thursday ,, 24	.. ..	.. ..	Carmarthen	.. ..
Saturday ,, 26	.. ..	Beaumaris	.. ..	.. ..
Monday ,, 28	Norwich	.. ..	.. ..	Bodmin
Wednesday ,, 30	.. ..	Ruthin	.. ..	.. ..
Thursday ,, 31	.. ..	.. ..	Brecon	.. ..
Friday Feb. 1	.. ..	.. ..	.. ..	.. ..
Saturday ,, 2	.. ..	.. ..	Presteign	Exeter (2)
Monday ,, 4	Chelmsford	Mold	.. ..	.. ..
Tuesday ,, 5	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 6	.. ..	Chester (2)	.. ..	.. ..
Thursday ,, 7	.. ..	.. ..	.. ..	.. ..
Friday ,, 8	.. ..	.. ..	.. ..	Bristol (2)
Saturday ,, 9	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 13	.. ..	.. ..	.. ..	.. ..
Thursday ,, 14	.. ..	Cardiff (2)	.. ..	.. ..
Friday ,, 15	.. ..	.. ..	.. ..	Winchester (2)
Monday ,, 18	.. ..	.. ..	.. ..	.. ..
Saturday ,, 23	.. ..	.. ..	.. ..	.. ..
Monday ,, 25	.. ..	.. ..	.. ..	.. ..
Thursday ,, 28	.. ..	.. ..	.. ..	.. ..
Friday Mar. 1	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 5	.. ..	.. ..	.. ..	.. ..
Thursday ,, 7	.. ..	.. ..	.. ..	.. ..
Monday ,, 11	.. ..	.. ..	.. ..	.. ..

WINTER ASSIZES, 1929.	NORTHERN.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.	*Finlay, J.* (1) *Wright, J.* (2)	*Roche, J.* (1) *Macnaghten, J.* (2)	*Horridge, J.* (2) *Hawke, J.* (1)	*Swift, J.* *Acton, J.*
Saturday Jan. 12	Appleby	.. ..	Aylesbury	.. ..
Monday ,, 14	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 15	Carlisle	.. ..	.. ..	.. ..
Wednesday ,, 16	.. ..	.. ..	Bedford	.. ..
Thursday ,, 17	.. ..	Reading	.. ..	.. ..
Friday ,, 18	.. ..	.. ..	.. ..	.. ..
Saturday ,, 19	.. ..	.. ..	.. ..	.. ..
Monday ,, 21	.. ..	.. ..	Northampton	.. ..
Tuesday ,, 22	Lancaster	.. ..	.. ..	.. ..
Wednesday ,, 23	.. ..	Oxford	.. ..	.. ..
Thursday ,, 24	.. ..	.. ..	.. ..	.. ..
Saturday ,, 26	.. ..	Worcester	Leicester	.. ..
Monday ,, 28	Liverpool (2)	.. ..	.. ..	.. ..
Wednesday ,, 30	.. ..	.. ..	.. ..	.. ..
Thursday ,, 31	.. ..	Gloucester	.. ..	.. ..
Friday Feb. 1	.. ..	.. ..	.. ..	.. ..
Saturday ,, 2	.. ..	.. ..	.. ..	.. ..
Monday ,, 4	.. ..	.. ..	Oakham	.. ..
Tuesday ,, 5	.. ..	.. ..	Lincoln	.. ..
Wednesday ,, 6	.. ..	.. ..	.. ..	.. ..
Thursday ,, 7	.. ..	Monmouth	.. ..	.. ..
Friday ,, 8	.. ..	.. ..	.. ..	.. ..
Saturday ,, 9	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 13	.. ..	.. ..	Nottingham	.. ..
Thursday ,, 14	.. ..	Hereford	.. ..	.. ..
Friday ,, 15	.. ..	.. ..	.. ..	.. ..
Monday ,, 18	Manchester (2)	Shrewsbury	.. ..	.. ..
Saturday ,, 23	.. ..	.. ..	Derby	.. ..
Monday ,, 25	.. ..	Stafford (2)	.. ..	.. ..
Thursday ,, 28	.. ..	.. ..	.. ..	.. ..
Friday Mar. 1	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 5	.. ..	Warwick	.. ..	.. ..
Thursday ,, 7	.. ..	.. ..	.. ..	.. ..
Monday ,, 11	.. ..	Birmingham (2)	.. ..	.. ..

Legal Notes and News.

Honours and Appointments.

Mr. FRED B. OSBORNE, M.A. (Oxon), Solicitor and Notary Public (Vaudrey, Osborne & Mellor, 30 St. Ann-street, Manchester), has been appointed an Examiner in the Admiralty Division of the High Court of Justice. Mr. Osborne was admitted in 1898.

Mr. PHILIP A. S. STRINGER, Assistant Solicitor, in the office of Mr. J. H. Goold, Clerk of the Peace, and of the County Council of Essex, has been appointed Deputy Clerk of the Peace and County Council for the County of Cambridge. Mr. Stringer was admitted in 1922.

Mr. W. A. V. CHURTON, B.A., LL.B. (Cantab.), D.S.O., T.D., Solicitor (W. H. Churton & Son), has been elected Mayor of the City of Chester. Mr. Churton was admitted in 1901 and holds the appointments of Clerk to the Magistrates for the Chester Castle Division of Cheshire, and Clerk (for highway purposes) to the Wirral Rural District Council.

Professional Announcements.

(2s. per line.)

Messrs. CALDER WOODS & SANDIFORD, solicitors, announce that in consequence of the expiration of the lease at No. 3, New Court they have moved to more convenient offices at No. 7 New Court (first floor), Lincoln's Inn, W.C.2. Their telephone numbers (Holborn 6148 and 6149) will remain unaltered.

Mr. ALFRED KING-HAMILTON, a solicitor now practising at 41, Barbican, E.C.1, and at 3, Newman's Court, Cornhill, E.C.3, in order to avoid confusion, wishes to draw attention to the fact that he is not connected with the business carried on by Mr. E. L. Green under the style of "King-Hamilton and Green" at 116, Charing Cross-road, W.C.2. He ceased to be a member of that firm on the **30th September, 1923.**

Messrs. BAYLIS, PEARCE & Co., of 116, Fore-street, London, E.C.2, announce that as from the 1st January 1929 they have taken into partnership Mr. JOHN WOODMAN-SMITH, B.A. (Oxon). The name of the firm will remain unchanged.

MIDLAND BANK.

The directors of the Midland Bank Limited report that, full provision having been made for all bad and doubtful debts, the net profits for the year ended 31st December, 1928, amount to £2,656,554, which, with £835,798 brought forward, makes £3,492,352, out of which the following appropriations amounting to £1,676,614 have been made: To interim dividend for the half-year ended 30th June last, at the rate of 18 per cent. per annum, less income tax, paid 14th July, 1928, £956,614; to bank premises redemption fund, £500,000; to officers' pension fund, £220,000. This leaves a sum of £1,815,738, from which the directors recommend the payment of a dividend for the half-year ended 31st December, 1928, at the rate of 18 per cent. per annum, less income tax, payable 1st February, 1929, £967,174, leaving to be carried forward a balance of £848,564. For the year 1927 the dividend was at the same rate, £500,000 was placed to bank premises redemption fund, £220,000 to officers' pension fund, and £835,798 was carried forward.

WESTMINSTER BANK LIMITED.

We are informed that the net profits of Westminster Bank Limited for the past year, after providing for bad and doubtful debts and all expenses, amount to no less than £2,148,408 3s. 6d. This sum, added to £535,062 14s. 6d. brought forward from 1927, leaves available the sum of £2,683,470 18s.

The dividend of 10 per cent. paid in August last on the £20 shares and 6¼ per cent. on the £1 shares absorbs £678,137 11s. A further dividend of 10 per cent. is now declared in respect of the £20 shares, making 20 per cent. for the year; and a further dividend of 6¼ per cent. on the £1 shares will be paid, making the maximum of 12½ per cent. for the year.

£275,000 has been transferred to Bank Premises Account, £100,000 to Re-building Account, £200,000 to Contingent Fund, and £200,000 to Officers' Pension Fund, leaving a balance of £552,195 16s. to be carried forward.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 24th January, 1929.

	Middle Price 9th Jan.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	87¼	4	11	8	—		
Consols 2½%	56¼	4	8	10	—		
War Loan 5% 1929-47	102⅝	4	17	2	4	17	6
War Loan 4½% 1925-45	98½	4	11	5	4	13	6
War Loan 4% (Tax free) 1929-42	101⅛	3	19	1	3	19	6
Funding 4% Loan 1960-1990	90¼	4	8	8	4	10	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94⅞	4	4	4	4	7	6
Conversion 4½% Loan 1940-44	99¼	4	10	8	4	11	6
Conversion 3½% Loan 1961	79½	4	8	0	—		
Local Loans 3% Stock 1921 or after	65¼	4	12	0	—		
Bank Stock	260	4	11	6	—		
India 4½% 1950-55	92	4	17	10	5	1	6
India 3½%	71	4	18	7	—		
India 3%	61	4	18	11	—		
Sudan 4½% 1939-73	95xd	4	14	9	4	15	0
Sudan 4% 1974	87	4	12	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	13	0	4	8	0
Colonial Securities.							
Canada 3% 1938	86¼	3	9	7	4	16	0
Cape of Good Hope 4% 1916-36	94	4	5	0	4	19	6
Cape of Good Hope 3½% 1929-49	82	4	5	4	4	18	6
Commonwealth of Australia 5% 1945-75	98	5	2	0	5	2	0
Gold Coast 4½% 1956	96	4	13	9	4	17	6
Jamaica 4½% 1941-71	96	4	13	9	4	17	6
Natal 4% 1937	94¼	4	4	11	5	0	0
New South Wales 4½% 1935-45	91	4	18	11	5	6	0
New South Wales 5% 1945-65	98¼	5	1	9	5	3	0
New Zealand 4½% 1945	98	4	11	10	4	17	6
New Zealand 5% 1945	103	4	17	1	4	16	0
Queensland 5% 1940-60	99¼	5	1	0	5	0	0
South Africa 5% 1945-75	104	4	16	2	4	16	0
South Australia 5% 1945-75	98¼	5	1	9	5	2	0
Tasmania 5% 1945-75	100	5	0	0	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
West Australia 5% 1945-75	98¼xd	5	1	9	5	2	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64¼	4	13	6	—		
Birmingham 5% 1946–56	104¼	4	16	0	4	15	0
Cardiff 5% 1945–65	103¼	4	16	10	4	16	6
Croydon 3% 1940–60	71½	4	3	11	4	16	0
Hull 3½% 1925–55	79	4	8	7	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75	4	13	4	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4	12	4	—		
Manchester 3% on or after 1941	64xd	4	13	9	—		
Metropolitan Water Board 3% 'A' 1963–2003	66	4	11	0	4	12	6
Metropolitan Water Board 3% 'B' 1934–2003	67	4	9	7	4	12	6
Middlesex C. C. 3½% 1927–47	82½	4	4	10	4	17	0
Newcastle 3½% Irredeemable	73	4	16	0	—		
Nottingham 3% Irredeemable	64½	4	13	0	—		
Stockton 5% 1946–66	102½xd	4	17	10	4	19	0
Wolverhampton 5% 1946–56	103	4	17	0	4	19	9
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	85	4	14	2	—		
Gt. Western Rly. 5% Rent Charge	102	4	18	0	—		
Gt. Western Rly. 5% Preference	99	5	2	0	—		
L. & N. E. Rly. 4% Debenture	79	5	1	3	—		
L. & N. E. Rly. 4% Guaranteed	76	5	5	3	—		
L. & N. E. Rly 4% 1st Preference	64	6	5	0	—		
L. Mid. & Scot. Rly. 4% Debenture	83xd	4	16	5	—		
L. Mid. & Scot. Rly. 4% Guaranteed	82	4	17	7	—		
L. Mid. & Scot. Rly. 4% Preference	75	5	6	8	—		
Southern Railway 4% Debenture	83xd	4	16	5	—		
Southern Railway 5% Guaranteed	101	4	19	0	—		
Southern Railway 5% Preference	95	5	5	3	—		

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

CAPTAIN, retired, regular, desires secretarial post—Political or Commercial, England or Scotland, age 40, married, no children, good refs. willing to go abroad. At present studying for Chartered Inst. Secretaries' Intermediate Exam. 10150.

PUBLIC School and Sandhurst man, urgently needs immediate employment, age 29, weight 9 st. 7 lbs., experienced horseman, school polo ponies and hunters, drive any car, do anything. 10008.

EX-OFFICER, well educated, good personality, appearance, desires post London Estate Agents' Office; negotiator or managing clerk. Eight years' experience negotiating sale and purchase of properties. Estate management. Age 32. Excellent refs. 10069.

EX-OFFICER, age 33, Public School, capable, highest integrity, travelled, knowledge of book-keeping, accounts, desires secretarial, managerial or administrative post. Urgent. 467.

OLD CHELTONIAN, commanded units in the War, knowledge of cars, horses, forestry and organisation—destitute—urgently requires outdoor employment. 10166.

EX-MAJOR, 38, unmarried, seeks appointment secretary, paymaster, or other position of trust; 7 years insurance; 7 years hotel proprietor; experienced all kinds of sport; widely travelled. Highest credentials. 8823.

PRACTICES AND PARTNERSHIPS.

MR. NOAH A. RIGBY, Solicitor, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice, and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

SOLICITOR desires to purchase established practice in London, showing good profits, preferably City or West Central District, of deceased or shortly retiring solicitor.—Write Box 10, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established practice in progressive London suburb or substantial share with possible early succession.—Write Box 11, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase share in old-established London practice: Conveyancing, Company and General. City or Law Courts district preferred.—Write Box 12, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS (two partners) wish to discuss working arrangement or amalgamation with a London firm either requiring assistance or having office accommodation to spare.—Box 14, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ABLE, young Solicitor, 24 (June Final).—Second Class Honours, desires junior partnership (with or without preliminary clerkship), with firm having high-class conveyancing and commercial business, willing to invest capital.—Apply "D.," Box 591, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR wishes to dispose of general practice (mainly conveyancing) in large seaside town, within one hour's rail of London; rapidly growing district; would suit young energetic solicitor with capital; price £700.—"B." Box 589, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced, young and energetic, desires partnership in conveyancing practice in Leeds or West Riding. Capital available.—"K." Box 568, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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MISCELLANEOUS.

TO SOLICITORS practising outer London or suburbs.—Accountant (qualified) wants share office (or address accommodation) in district offering opening for Accountancy work.—Write Box "M.," 410, Willings, 133 Moorgate, E.C.2.

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ABSOLUTE REVERSION on decease of life 63, to about £3,500; also ABSOLUTE REVERSION on decease of life 26, to about £3,500.—Solicitors, Messrs. Lempriere and Hunter, 61-62, Lincoln's Inn-fields, W.C.2.

REVERSION on decease without issue of a male 30 to about £3,750.—Solicitors, Messrs. Knott & Castle, 3, Norfolk-street, Manchester. Particulars also of the Trustee, Arthur T. Eaves, Esq., F.C.A., 47, Mosley-street, Manchester.

ABSOLUTE REVERSION on decease of life 48 to about £500, also contingent reversion to a further £500.—Solicitor, Hugh V. Harraway, Esq., 12, South-square, Gray's Inn, W.C.1. Particulars also of the Trustee, A. H. Partridge, Esq., F.C.A., 3, Warwick-court, W.C.1.

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Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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